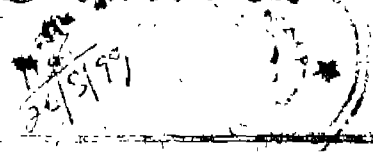




भारत का राजपत्र The Gazette of India

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सं. 17]

नई दिल्ली, सनिवार, अप्रैल 24, 1999/वैशाख 4, 1921

No. 17]

NEW DELHI, SATURDAY, APRIL 24, 1999/VAISAKHA 4, 1921

इस भाग में मिल पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (एवा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांख्यिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

(पुनर्वास प्रभाग)

(बंदोबस्त अनुभाग)

नई दिल्ली, 26 मार्च, 1999

के लिये उप मुख्य बंदोबस्त आयुक्त के रूप में नियुक्त
करती है।

2. इसे ता. 10-12-98 की अधिसूचना सं. 1(8)/
93-बंदोबस्त(क) के अधिनियम में जारी किया गया है।

[सं. 1(6)/93-बंदोबस्त(क)]

सुरजीत सिंह, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

(Settlement Section)

New Delhi, the 26th March, 1999

का.आ. 1118.—विस्थापित व्यक्ति (प्रतिकर एवं
पुनर्वास) अधिनियम, 1954 (1954 का अधिनियम सं.
44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भूमि
एवं भवन विभाग, राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार
में अपर सचिव, श्रीमती आशा नय्यर, के स्थान पर श्री
राजेश गुप्ता, आई.ए.एस. अपर सचिव, को अपर सचिव
के बतौर अपने स्वयं के कर्तव्यों के अतिरिक्त, उपरोक्त
अधिनियम द्वारा अथवा उसके अन्तर्गत राष्ट्रीय राजधानी
क्षेत्र, दिल्ली में स्थित निष्क्रान्त शहरी एवं ग्रामीण
संपत्तियों के प्रबंध तथा निपटान के संबंध में बतौर उप
मुख्य बंदोबस्त आयुक्त को सीपे गये कार्यों को करने

S.O. 1118.—In exercise of powers conferred by sub-
Section (i) of Section 2 of the Displaced Persons (Compens-
ation and Rehabilitation) Act, 1954 (Act No. 44 of
1954), the Central Government hereby appoints Shri
Rajesh Gupta, vide Smt. Asha Nayar, I. A. S., Additional
Secretary, in the Land and Building Department, Govern-
ment of National Capital Territory of Delhi, as Deputy
Chief Settlement Commissioner for the purposes of per-
forming, in addition to his own duties as Additional Secre-
tary, the functions assigned to him as a Deputy Chief

Settlement Commissioner by or under the aforesaid Act, in respect of the management and disposal of evacuee urban and rural properties and lands situated in the National Capital Territory of Delhi.

2. This supersedes Notification No. 1(6)/93-Settlement(A) dated 10-12-1998

[No. 1(6)/93-Settlement(A)]
SURJIT SINGH, Under Secy.

नई दिल्ली, 26 मार्च, 1999

का.घा. 1119—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वासि) अधिनियम, 1954 (अधिनियम सं. 1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मै. एस.के. चट्टोपाध्याय, मुख्य बंदोबस्त आयुक्त एतद्वारा दिनांक 26-3-1999 की अधिसूचना सं. 1(6)/93-बंदोबस्त (क) के तहत उप मुख्य बंदोबस्त आयुक्त के रूप में नियुक्त राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार के भूमि एवं भवन विभाग में अपर सचिव, श्री राजेश गुप्ता, आई.ए.एस. को श्रीमती आशा नैयर के स्थान पर मुख्य बंदोबस्त आयुक्त की निम्नलिखित शक्तियां सौंपता हूँ—

- (1) उक्त अधिनियम की धारा 23 के अन्तर्गत अपील सुनने की शक्तियां।
- (2) उक्त अधिनियम की धारा 24 के अन्तर्गत संशोधन सुनने की शक्तियां।
- (3) उक्त अधिनियम की धारा 28 के अन्तर्गत मामलों को हस्तांतरण करने की शक्तियां।

2. इससे तारीख 10-12-98 की अधिसूचना सं. 1(6)/93-बंदोबस्त(ख) का अधिक्रमण हो जाता है।

[सं. 1(6)/93-बंदोबस्त(ख)]

एम.के. चट्टोपाध्याय मुख्य बंदोबस्त आयुक्त

New Delhi, the 26th March, 1999

S.O. 1119.—In exercise of powers conferred by Sub-Section (2) Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (Act No. 44 of 1954) I, S. K. Chattopadhyay, Chief Settlement Commissioner, hereby delegate to Shri Rajesh Gupta, vide Smt. Asha Nayar, I.A.S. Additional Secretary, in the Land and Building Department, Government of National Capital Territory of Delhi, appointed as Deputy Chief Settlement Commissioner, vide Notification No. 1(6)/93-Settlement(A) dated 26th March, 1999, the following powers of the Chief Settlement Commissioner:—

- (i) Powers to hear appeals under Section 23 of the said Act.
- (ii) Powers to hear revision under Section 24 of the said Act.
- (iii) Powers to transfer cases under Section 28 of the said Act.

2. This supersedes Notification No. 1(6)/93-Settlement(B) dated 10-12-98.

[No. 1(6)/93-Settlement(B)]
S. K. CHATTOPADHYAY, Chief Settlement Commissioner

नई दिल्ली, 26 मार्च, 1999

का.घा. 1120.—निष्क्रान्त संपत्ति प्रबंध अधिनियम, 1950 (अधिनियम 1950 की संख्या 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार के भूमि एवं भवन विभाग में अपर सचिव, श्रीमती आशा नैयर, आई.ए.एस. के स्थान पर श्री राजेश गुप्ता, आई.ए.एस., अपर सचिव को अपर सचिव के रूप में अपने स्वयं के दायित्वों के अतिरिक्त राष्ट्रीय राजधानी क्षेत्र, दिल्ली में स्थित निष्क्रान्त शहरी तथा ग्रामीण संपत्तियों तथा भूमि के प्रबंध एवं निपटान के संबंध में उक्त अधिनियम के द्वारा अथवा उसके अधीन सहायक महाभिरक्षक के रूप में उन्हें सौंपे गए कार्यों के निष्पादन के उद्देश्य से उन्हें सहायक महाभिरक्षक नियुक्त करती है।

2. इससे ता. 10-12-98 की अधिसूचना सं. 1(6)/93-बंदोबस्त(ग) का अधिक्रमण हो जाता है।

[संख्या 1(6)/93-बंदोबस्त(ग)]

सुरजीत सिंह, अपर सचिव

New Delhi, the 26th March, 1999

S.O. 1120.—In exercise of powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (Act No. 31 of 1950), the Central Government hereby appoints Shri Rajesh Gupta, vide Smt. Asha Nayar, I.A.S., Additional Secretary, in the Land and Building Department, Government of National Capital Territory of Delhi as Assistant Custodian General for the purpose of performing, in addition to his own duties as Additional Secretary, the functions assigned to him as Assistant Custodian General by or under the aforesaid Act, in respect of the management and disposal of evacuee urban and rural properties and lands situated in the National Capital Territory of Delhi.

2. This supersedes Notification No. 1(6)/93-Settlement(C) dated 10-12-1998.

[No. 1(6)/93-Settlement(C)]
SURJIT SINGH, Under Secy.

नई दिल्ली, 26 मार्च, 1999

का.घा. 1121.—निष्क्रान्त संपत्ति प्रबंध अधिनियम, 1950 (अधिनियम सं. 1950 का 31) की धारा 55 की उपधारा (3) द्वारा मुझे महाभिरक्षक के रूप में प्रदत्त शक्तियों का प्रयोग करते हुए, मै. एस.के. चट्टोपाध्याय, महाभिरक्षक एतद्वारा अधिसूचना सं. 1(6)/93-बंदोबस्त(ग), दिनांक 26-3-99 द्वारा सहायक महाभिरक्षक के रूप में नियुक्त राष्ट्रीय राजधानी क्षेत्र, दिल्ली के भूमि एवं भवन विभाग में अपर सचिव, श्रीमती आशा नैयर, आई.ए.एस. के स्थान पर श्री राजेश गुप्ता आई.ए.एस. को महाभिरक्षक की निम्नलिखित शक्तियां सौंपता हूँ—

- (1) उक्त अधिनियम की धारा 24 के अन्तर्गत अपील सुनने की शक्तियां।
- (2) अधिनियम की धारा 27 के अन्तर्गत संशोधन की शक्तियां।

(3) अधिनियम की धारा 10(2)(0) के अन्तर्गत किसी निष्क्रान्त संपत्ति के हस्तांतरण के अनुमोदन की शक्तियाँ।

(4) निष्क्रान्त संपत्ति प्रबंध अधिनियम (केन्द्रीय) नियम, 1950 के नियम 30-क के अन्तर्गत मामलों के हस्तांतरण की शक्तियाँ।

2. इससे ता. 10-12-98 की अधिसूचना सं. 1

(6)/93-बंदोबस्त(घ) का अधिग्रहण हो जाना है।

[सं. 1(6)/93-बंदोबस्त(घ)]

एस.के. चट्टोपाध्य, महाभिरक्षक

New Delhi, the 26th March, 1999

S.O. 1121.—In exercise of powers conferred on me as Custodian General by sub-section (3) of Section 55 of Administration of Evacuee Property Act, 1950 (Act No. 11 of 1950), I, S. K. Chattopadhyay, Custodian General, hereby delegate to Shri Rajesh Gupta, vide Smt. Asha Nayar, I.A.S., Additional Secretary, in the Land and Building Department, Government of National Capital Territory of Delhi, appointed as Assistant Custodian General vide Notification No. 1(6)/93-Settlement (C) dated 26th March, 1999, the following powers of the Custodian General :—

- (i) Powers under Section 24 of the said Act to hear appeals;
- (ii) Powers of revision under Section 27 of the said Act.
- (iii) Powers of approval of transfer of any evacuee property under Section 10(2)(0) of the Act;
- (iv) Power of transfer of cases under Rule 30-A of Administration of Evacuee Property (Central) Rules, 1950.

2. This supersedes Notification No. 1(6)/93-Settlement(D) dated 10-12-98.

[No. 1(6)/93-Settlement(D)]

S. K. CHATTOPADHYAY, Custodian General

कार्मिक लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 अप्रैल, 1999

का.प्रा.1122.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य सरकार के दिनांक 7 मार्च, 1999 के गृह (पुलिस) अनुभाग अधिसूचना सं. 3 विविध/6013/98-गृह (पुलिस)/159/एच.एस. द्वारा प्राप्त बिहार राज्य सरकार की सहमति से पुलिस स्टेशन गर्दनीबाग (शास्त्री नगर) पटना, बिहार में स्व. ब्रिज बिहारी प्रसाद, भूतपूर्व बिहार सरकार के मंत्री के कत्ल के संबंध में दर्ज किए गए अपराध सं. 336/98 के मामले में संबंधित भारतीय दण्ड संहिता 1860 की धारा 302, 307, 34, 120-बी, 379 तथा धारा 27 शस्त्र अधिनियम, 1959 के अधीन दण्डनीय अपराध तथा उपर्युक्त अपराध से संबंधित अथवा संसक्त प्रपत्त, दुष्प्रेरण और षडयंत्र तथा वैसे ही संव्यवहार के अनुक्रम में अथवा उन्हीं तथ्यों से उद्भूत किया गया या किए गए किसी अन्य अपराध अथवा अपराधों का

अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों और अधिकारियों का विस्तार सम्पूर्ण बिहार राज्य पर करती है।

[सं. 228/16/99-ए.वी.डी.-II]

हरी सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

(Department of Personnel and Training)

New Delhi, the 7th April, 1999

S.O. 1122.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Bihar vide Home (Police) Department Notification No. 3/Vividh-6013/98-Home (Police)/159/H.S. dated 7-3-1999, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for the investigation of offences punishable under section 302, 307, 34/120-B, 379 of the Indian Penal Code, 1860 and under section 27 of the Arms Act 1959 of case FIR No. 336/98 dated 14-6-1998 of Police Station Gardanibagh (Shastrinagar), Patna, Bihar relating to the murder of late Brij Bihari Prasad Ex-Minister of Bihar Government and attempt, abetment and conspiracy in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of same transaction or arising out of the same facts.

[No. 228/16/99-AVD-III]

HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 6 अप्रैल, 1999

स्टाम्प

का.प्रा.1123.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इण्डियन जोवरसीज बैंक, चेन्नई को मात्र एक करोड़ पचास लाख रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा दिनांक 18-1-99 को आबंटित किये गये मात्र एक सौ पचास करोड़ रुपये के समग्र मूल्य के 1 से 1500000 तक की विशिष्ट संख्या वाले दस-बस हजार रुपये प्रत्येक के प्रोमिसरी नोटों के स्वरूप वाले 13.75% असुरक्षित बिमोध्य, अपरिवर्तनीय, गौण बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 17/99/स्टा. फा.सं. 3/4/99-वि.क.]]

अपर्णा शर्मा, अवर सचिव

MINISTRY OF FINANCE

Department of Revenue

ORDER

New Delhi, the 6th April, 1999

STAMPS

S.O. 1123.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Indian Overseas Bank, Chennai to pay consolidated stamp duty of rupees One crore fifty lakh only chargeable on account of the stamp duty on 13.75 per cent. Unsecured, redeemable, non-convertible subordinated bonds in the nature of Promissory Notes of rupees ten thousand each bearing distinctive numbers from 1 to 150000 aggregating to rupees One hundred fifty crore only allotted by the said Bank on 18-01-99.

[No. 17/99-ST F. No. 334/99-ST]

APARNA SHARMA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 12 अप्रैल, 1999

का. भा. 1124.—यह आम सूचना के लिए अधिसूचित किया जाता है कि केन्द्र सरकार ने नीचे पैरा 3 में सूचीबद्ध व्यक्तियों का उनके सामने उल्लिखित कर-निर्धारण वर्षों के लिए आयकर अधिनियम 1961 की धारा 36 (1) (viii) के प्रयोजनार्थ अनुमोदित किया है।

2. यह अनुमोदित निम्नलिखित शर्तों के अधीन है कि :

(i) कंपनी का मुख्य उद्देश्य आवासीय उद्देश्यों के लिए गृह निर्माण अथवा खरोद के लिए दीर्घ-कालीन वित्त उपलब्ध कराने के कारोबार करना रहा है।

(ii) कंपनी आयकर अधिनियम, 1961 की धारा 139(i) के अन्तर्गत आय विवरणी दाखल करने का निर्धारित तारीख से पहले इस धारा के अन्तर्गत दावा की गई कटौती के विवरण सहित लेखा परीक्षित लाभ और हानि लेखा और तुलनपत्र की प्रति प्रतिवर्ष प्रस्तुत करती है ;

(iii) अधिनियम के अनुसार आवश्यकतानुसार विशेष रिजर्व सुधित और रखा जाता हो; और

(iv) आयकर अधिनियम, 1961 की धारा 36(i) (viii) में उल्लिखित सभी अन्य शर्तें पूरी की जाती हों।

3. अनुमोदित व्यक्ति है :—

(क) तमिलनाडु शहरी वित्त एवं अवसंरचना, चेन्नई,
(कर-निर्धारण वर्ष 1997-98, 1998-99 और 1999-2000)
(फा. सं. 204/25/94-आई.टी.ए.-II)

(ख) कॉर्पोरेट होम्स लिमिटेड, बंगलौर,

(कर-निर्धारण वर्ष 1998-1999 और 1999-2000)

(फा. सं. 204/23/98-आई.टी.ए.-II)

(ग) बी. आई. सी. हाउसिंग फाइनेंस लिमिटेड, मुंबई,
(कर-निर्धारण वर्ष 1999-2000 और 2000-2001)

(फा. सं. 204/19/98-आई.टी.ए.-II)

(घ) वेजमेन होम्स लिमिटेड, बंगलौर

(कर-निर्धारण वर्ष 1999-2000)

(फा. सं. 204/1/99-आई.टी.ए.-II)

[अधिपूचना सं. 10869]

मालवी अर. श्री धरत, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 12th April, 1999

S.O. 1124.—It is notified for general information that persons listed at Para 3 below has been approved by the Central Government for the purposes of section 36(1)(viii) of the Income tax Act, 1961, for the assessment years mentioned against them.

2. The approval is subject to the condition that :

(i) the company has been main object to carrying on the business of providing long term finance for construction or purchase of houses for residential purposes;

(ii) the company submits every year a copy of its audited profit and loss account and balance sheet alongwith a statement of deduction claimed under this section before its due date for filing return of income under section 139(1) of the Income-tax Act, 1961;

(iii) special reserve as required is created and maintained as per the Act; and

(iv) all other conditions contained in section 36(1)(viii) of the Income tax Act, 1961, are fulfilled.

3. The persons approved are :—

(a) Tamilnadu Urban Finance & Infrastructure, Chennai, (A.Ys. 1997-98, 1998-99 and 1999-2000), (F. No. 204/25/94/ITA. II).

(b) Corp bank Homes Ltd., Bangalore, (A.Ys. 1998-1999 and 1999-2000) (F. No. 204/23/98/ITA.II).

(c) GIC Housing Finance Ltd., Mumbai, (A.Ys. 1999-2000 and 2000-2001) (F. No. 204/19/98/ITA.H).

(d) Weizmann Homes Ltd., Bangalore.
(A.Y. 1999-2000).

[F. No. 204/199/ITA-II]

[Notification No. 10869]

MALATHI R. SRIDHARAN, Under Secy.

नई दिल्ली, 16 अप्रैल, 1999

का. आ. 1125.—सब साधारण की सूचना के लिये यह अधिसूचित किया जाता है कि केन्द्रीय सरकार द्वारा मंसम सेट बैंक होम फाइनेंस लिमिटेड, भोपाल को आयकर अधिनियम, 1961 की धारा 36(i)(viii) के प्रयोजनार्थ कर निर्धारण वर्ष 1998-99 से 1999-2000 के लिये अनुमोदित किया गया है।

2. यह अनुमोदन इस शर्त पर दिया जाता है—

- (i) कम्पनी का मुख्य उद्देश्य आवासीय उद्देश्यों के लिये मकानों का निर्माण करने अथवा उनकी खरीद करने के लिये दीर्घकालिक धन व्यवस्था करना है।
- (ii) कम्पनी, आयकर अधिनियम, 1961 की धारा 139(i) के अन्तर्गत आय की विवरणी दायर करने की इसकी देय तारीख से पूर्व इस धारा के अधीन दावा की गई कटौती के विवरण सहित इसके लेखा परीक्षित लाभ और हानि के खाते और अधिशेष पत्र की एक प्रति प्रतिवर्ष प्रस्तुत करती है।
- (iii) अधिनियम के अनुसार यथा-अपेक्षित विशेष आरक्षण का सर्जन और उनका अनुरक्षण किया जाता है; और
- (iv) आयकर अधिनियम, 1961 की धारा 36(i)(viii) में निहित सभी अन्य शर्तें पूरी की जाती हैं।

[अधिसूचना सं. 10876/का.सं. 204/10/98—
आयकर नि.-I]

मालथी आर. श्रीधरन, अवर सचिव

New Delhi, the 16th April, 1999

S.O. 1125.—It is notified for general information that M/s Cent Bank Home Finance Ltd., Bhopal, has been approved by the Central Government for the purposes of section 36(1)(viii) of the Income tax Act, 1961, for the assessment years 1998-99 and 1999-2000.

2. The approval is subject to the condition that :

- (i) the company has been main object to carrying on the business of providing long term finance for construction or purchase of houses for residential purposes ;
- (ii) the company submits every year a copy of its audited profit and loss account and balance sheet alongwith a statement of deduction claimed under this section before its due date for filing return of income under section 139(1) of the Income tax Act, 1961.

(ii) special reserve as required is created and maintained as per the Act; and

(iv) all other conditions contained in section 36(1)(viii) of the Income tax Act, 1961, are fulfilled.

[Notification No. 10876 F. No. 204/19/98-ITA II]

MALATHI R. SRIDHARAN, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 22 मार्च, 1999

का. आ. 1126.—केन्द्रीय सरकार राजभाषा (संघ के मासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में वाणिज्य मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालयों को अधिसूचित करती है, जिनके 80 प्रतिशत से अधिक कर्मचारी/चुनद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है :—

1. टी बोर्ड, क्षेत्रीय कार्यालय
इंदिरा गांधी रोड,
विलिंगडन आईलैंड
कोच्ची—682003, केरल
2. दि स्टेट ट्रेडिंग कॉर्पोरेशन आफ इंडिया लि.
9 वीं तथा 10 वीं मंजिल 11-आर एन, मुखर्जी रोड,
कलकत्ता-700001.
3. दि स्टेट ट्रेडिंग कॉर्पोरेशन आफ इंडिया लि.
30-12-13 प्रथम तल,
रेंगा रोड, दादा गाईन,
विशाखापत्तनम-530020.

[सं. ई-11013/1/93- हिन्दी]

रामकुमार कलोरिया, निदेशक (राजभाषा)

MINISTRY OF COMMERCE

New Delhi, the 22nd March, 1999

S.O. 1126.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official purpose of the Union), Rules, 1976, the Central Government hereby notifies the following Offices under the Ministry of Commerce whereof more than 80% staff have acquired working knowledge of Hindi :—

1. Tea Board, Regional Office,
Indira Gandhi Road,
Willingdon Island, Cochin-682003,
Kerala.
2. The State Trading Corporation of India
Ltd., 9th & 10th Floor 11 R. N. Mukher-
ji Road, Calcutta-700001.

3. The State Trading Corporation of India,
Ltd., 30-12-13, 1st floor,
Ranga Road, Dabagardens,
Visakapatnam-530020.

[No. E-11013/1993-Indi]

R. K. CALORIYA, Director(OI).

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 5 अप्रैल, 1999

का.आ. 1127.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित जोर संशोधन करती है, अर्थात् :—

उक्त अनुसूची में "रजिस्ट्रीकरण के लिये संक्षेपाक्षर" शीर्षक के स्तंभ की विद्यमान प्रविष्टि "उत्तर महाराष्ट्र विश्वविद्यालय, जलगांव" के सामने अन्त में निम्नलिखित जोड़ा जायेगा, अर्थात् :—

"यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता केवल तब होगी जब वह जवाहर मेडिकल फाउंडेशन एसीपी एममेडिकल कालेज, धुले में प्रशिक्षित किये गये विद्यार्थियों की वास्तव—नवम्बर, 1994 या उसके पश्चात् प्रदान की गई हो।"

यह अधिसूचना राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगी।

[सं. वी. 11015/19/94-एम ई(यूजी)]

एस.के. मिश्रा, डेस्क अधिकारी

पाद टिप्पण—उत्तर महाराष्ट्र विश्वविद्यालय द्वारा प्रदान की गई एम.बी.बी.एस. अर्ह

के मान्यता की अधिसूचना संख्या का.आ. 1134 दिनांक 8 अप्रैल, 1997 को भारत के राजपत्र के भाग II, खण्ड-3, उपखण्ड (ii) में दिनांक 3 मई, 1997 को प्रकाशित किया गया।

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 5th April, 1999

S.O. 1127.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government after consulting the Medical Council of India, hereby makes the following further amendments, in the First Schedule to the said Act, namely :—

In the said Schedule against the entry 'North Maharashtra University, Jalgaon' in the existing entry column heading 'Abbreviation for Registration', the following shall be added at the end, namely :—

'This shall also be a recognised medical qualification only when granted on or after November, 1994 in respect of students trained at Jawahar Medical Foundation's ACPM Medical College, Dhule'.

This notification shall come into force on the date of its publication in the official Gazette

[No. V. 11015/19/94-ME(UG)]

S. K. MISHRA, Desk Officer

Footnote :— The notification No. S.O. 1134 dated 8th April, 1997 was published in the Part II, Section 3, Sub-Section (ii) of the Gazette of India on 3rd May, 1997 recognising the M.B.B.S. qualification awarded by North Maharashtra University.

खाद्य और उपभोक्ता मामले मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 7 अप्रैल, 1999

का.आ. 1129.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं और वापस ले लिये गये हैं।

प्रत्यक्ष

क्रम सं. रह किने गये मानक
की संख्या और वर्षभारत के राजपत्र भाग 2, खंड 3, उपखंड
(ii) में का.प्रा. संख्या और तिथि प्रकाशित

टिप्पणी

(1)	(2)	(3)	(4)
1. आई एस 490 : 1967	का.प्रा. 2789 दि. 67-08-19	तकनीकी समिति का निर्णय	
2. आई एस 3238 : 1965	का.प्रा. 1756 दि. 66-06-11	-वही-	
3. आई एस 4068 : 1967	का.प्रा. 2654 दि. 67-08-05	-वही-	
4. आई एस 4510 : 1978	का.प्रा. 2508 दि. 82-07-17	-वही-	
5. आई एस 5013 : 1969	का.प्रा. 2355 दि. 69-06-28	-वही-	
6. आई एस 5014 : 1969	का.प्रा. 2555 दि. 69-06-28	-वही-	
7. आई एस 5016 : 1968	का.प्रा. 2330 दि. 69-06-14	-वही-	
8. आई एस 5335 : 1969	का.प्रा. 1509 दि. 70-04-25	-वही-	
9. आई एस 5564 : 1970	—	-वही-	
10. आई एस 5587 : 1970	—	-वही-	
11. आई एस 5811 : 1970	का.प्रा. 3544 दि. 71-09-25	-वही-	
12. आई एस 6415 : 1972	का.प्रा. 1265 दि. 74-05-25	-वही-	
13. आई एस 6423 : 1972	का.प्रा. 3255 दि. 73-11-24	-वही-	
14. आई एस 6424 : 1972	का.प्रा. 1265 दि. 74-05-25	-वही-	
15. आई एस 6984 : 1972	का.प्रा. 2081 दि. 75-07-05	-वही-	
16. आई एस 6998 : 1973	का.प्रा. 2939 दि. 75-08-06	-वही-	
17. आई एस 7064 : 1973	का.प्रा. 2669 दि. 75-08-16	-वही-	
18. आई एस 7120 : 1973	-वही-	-वही-	
19. आई एस 8550 : 1977	का.प्रा. 1995 दि. 80-07-26	-वही-	
20. आई एस 8607 (भाग 1) : 1977	का.प्रा. 3170 दि. 80-11-15	-वही-	
21. आई एस 8607 (भाग 2) : 1978	का.प्रा. 2862 दि. 81-10-10	-वही-	
22. आई एस 8607 (भाग 3) : 1978	का.प्रा. 1341 दि. 82-04-03	-वही-	
23. आई एस 8607 (भाग 4) : 1985	का.प्रा. 1523 दि. 90-06-02	-वही-	
24. आई एस 8607 (भाग 5) : 1983	का.प्रा. 3451 दि. 86-10-04	-वही-	
25. आई एस 8607 (भाग 6) : 1984	का.प्रा. 0135 दि. 87-01-17	-वही-	
26. आई एस 8607 (भाग 7) : 1985	का.प्रा. 1525 दि. 90-06-02	-वही-	
27. आई एस 8607 (भाग 8) : 1985	का.प्रा. 1356 दि. 87-05-30	-वही-	
28. आई एस 8898 : 1978	का.प्रा. 2211 दि. 81-08-22	-वही-	
29. आई एस 8992 : 1978	का.प्रा. 2271 दि. 81-08-29	-वही-	
30. आई एस 9927 : 1981	का.प्रा. 1013 दि. 85-03-09	-वही-	
31. आई एस 10104 (भाग 1) : 1981	का.प्रा. 2147 दि. 85-05-18	-वही-	

MINISTRY OF FOOD AND CONSUMER AFFAIRS
(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 7th April, 1999

S.O.1128—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, it is, hereby notified that the Indian Standards, particulars of which are mentioned in the Schedule given hereafter, have been cancelled and stand withdrawn :—

SCHEDULE

Sl. No. & Year of the Indian No. Standard Cancelled	S.O. No. & Date published in the Gazette of India, Part-II, Section-3, Sub-section (ii)	Remarks
1	2	3
4		
1. IS 490:1967	S.O.2789 Dated 67-08-19	Decision of Technical Committee
2. IS 3238:1965	S.O.1756 Dated 66-06-11	-do-
3. IS 4068:1967	S.O.2654 Dated 67-08-05	-do-
4. IS 4510:1978	S.O.2508 Dated 82-07-17	-do-
5. IS 5013:1969	S.O.2555 Dated 69-06-28	-do-
6. IS 5014:1969	S.O.2555 Dated 69-06-28	-do-
7. IS 5016:1968	S.O.2330 Dated 69-06-14	-do-
8. IS 5335:1969	S.O.1509 Dated 70-04-25	-do-
9. IS 5564:1970		-do-
10. IS 5587:1970		-do-
11. IS 5811:1970	S.O.3544 Dated 71-09-25	-do-
12. IS 6415:1972	S.O.1265 Dated 74-05-25	-do-
13. IS 6423:1972	S.O.3255 Dated 73-11-24	-do-
14. IS 64241:1972	S.O.1265 Dated 74-05-25	-do-
15. IS 6984:1972	S.O.2081 Dated 75-07-05	-do-
16. IS 6998:1973	S.O.2939 Dated 75-09-06	-do-
17. IS 7064:1973	S.O.2669 Dated 75-08-16	-do-
18. IS 7120:1973	-do-	-do-
19. IS 8550:1977	S.O.1995 Dated 80-07-26	-do-
20. IS 8607(Pt.1):1977	S.O.3170 Dated 80-11-15	-do-
21. IS 8607(Pt.2):1978	S.O.2862 Dated 81-10-10	-do-
22. IS 8607(Pt.3):1978	S.O.1341 Dated 82-04-03	-do-
23. IS 8607(Pt.4):1985	S.O.1523 Dated 90-06-02	-do-
24. IS 8607(Pt.5):1983	S.O.3451 Dated 85-10-04	-do-
25. IS 8607(Pt.6):1984	S.O.0135 Dated 87-01-17	-do-
26. IS 8607(Pt.7):1985	S.O.1525 Dated 90-06-02	-do-
27. IS 8607(Pt.8):1985	S.O. 1356 Dated 87-05-30	-do-
28. IS 8898:1978	S.O.2211 Dated 81-08-22	-do-
29. IS 8902:1978	S.O.2271 Dated 81-08-29	-do-
30. IS 9927:1981	S.O.1013 Dated 85-03-09	-do-
31. IS 10104(Pt.1):1981	S.O.2147 Dated 85-05-18	-do-

[No. CMD:13-7]

J. VENKATARAMAN, Addl. Director General

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 अप्रैल, 1999

क्रा.आ. 1129.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि तरल प्राकृतिक गैस का पुनर्गोसीकरण ^{पुर्विष्ट} से, जो महाराष्ट्र राज्य के रत्नागिरी जिले की गुडागर तहसील ^{वामोल} के समीप में कतलवाड़ी स्थान पर स्थापित होना है, ठाणे जिले की तलसारी तहसील में उपलब्ध अवस्थित टर्मिनल तक प्राकृतिक गैस के परिवहन और वितरण के लिए मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड द्वारा जो कि कंपनी अधिनियम, 1956 के अधीन एक राजद्वाराकृत कंपनी है और जिसका राजद्वाराकृत कार्यालय, 56, मेकर चेम्बर्स 6, नरीमन पॉइन्ट, मुम्बई - 400021 में है, एक पाइप लाइन बिछाई जानी चाहेगी,

और केन्द्रीय सरकार को ऐसा प्रतीत होता है कि उक्त पाइप लाइन बिछाने के प्रयोजन के लिए उस भूमि में जिसमें उक्त पाइप बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से ^{अनुसूची} में वर्णित है, उपयोग के अधिकारों का ^{उपयोग} करना आवश्यक है,

अतः केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन ^{भूमि} में उपयोग के अधिकार का अर्जन अधिनियम, 1962 ^{1962 का 50} की धारा 3 की उपधारा 1 ¹ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है,

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र में प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध कराए जाने की तारीख से इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार के अर्जन करने या भूमि में पाइप लाइन बिछाने के संबंध में लिखित आक्षेप सक्षम प्राधिकारी से 3, अपना नगर, बिल्डिंग नं. ए-5, फ्लैट नं० 03-04, डाकघर - शेतार, तालुका भिवंडी, जिला ठाणे, पिन कोड 421302 ^{महाराष्ट्र} को कर सकेगा।

अनुसूची

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हक्टर	आफ	पाईट
1	2	3	4	5	6	7	8	9	10
143	भारोडी तर्फ अटगांव	भिवंडी	ठाणे	47	0पै		0	00	8
				56	1पै		0	16	1
					3पै		0	02	7
					4पै		0	06	4
					5पै		0	01	3
				70	1 से 6पै		0	17	3
				72	1/2/1पै		0	16	1
					2/2 से 2/9पै				
				74	1 से 4पै		0	22	0
					5/1/पै				
					5/2/पै				
					6पै				
					7पै				
				75	1 से 7पै		0	00	2
					8/1/1/पै				
					8/2/1/पै				
					8/2/2/पै				
				76	1 से 19पै		0	53	9
				106	1/पै		0	20	3
				107	1 से 5पै		0	10	2
				116	0पै		0	06	1
				128	1 से 4पै		0	18	1
				129	0पै		0	41	6
				134	1पै		0	01	1
				135	0पै		0	11	6
				136	0पै		0	14	1
				138	0पै		0	05	4
				139	0पै		0	14	8
				140	0पै		0	03	9
				141	0पै		0	07	6
				48	0पै		0	28	2
					नाला, स.नं. 72 और		0	09	0
					107 के बिच मे				
					नाला, स.नं. 106 और		0	10	4
					129 के बिच मे				
					नाला, स.नं. 129 और		0	08	5
					128 के बिच मे				
					नाला, स.नं. 128 और		0	08	0
					135 के बिच मे				
					खाडी, भारोडी और दातीबली		0	38	5
					गांव के बीच मे				
144	सुरई	भिवंडी	थाणे	52	2पै		0	06	7
					4पै		0	00	6
					6/1पै		0	02	0
					9पै		0	01	0
				53	1 से 9पै तक.		0	23	8
				54	0पै		0	02	0
				55	0पै		0	10	9
				63	1पै		0	07	2
					2पै		0	08	0

अ. क्र.	गाँव का नाम	तहसील	जिला	मुख्य नंबर	हिस्सा नंबर	गट नंबर	अंतर		
							हैक्टर	आर	पाइंट
1	2	3	4	5	6	7	8	9	10
					4पै		0	22	6
				64	4पै		0	00	4
				66	5पै		0	08	3
				67	3पै		0	06	2
					4पै		0	02	0
					7पै		0	07	8
					10पै		0	06	0
					17पै		0	12	3
					21पै		0	10	8
					30पै		0	09	2
					31पै		0	11	6
					32पै		0	02	3
				73	1पै		0	02	0
					2पै		0	03	0
					6पै		0	01	0
					8पै		0	06	0
				62	0पै		0	27	8
				76	0पै		0	35	0
145	सारंग	भिबंड़ी	ठाण	4	0पै		1	15	5
				18	0पै		0	00	1
146	बेहल	भिबंड़ी	धान	71	1 से 48पै		0	26	9
				74	2पै		0	01	3
					4पै		0	07	0
					6पै		0	13	1
				75	1पै		0	15	0
				78	1 से 9पै		0	23	6
				79	1 से 24पै		0	12	0
				80	0पै		0	20	0
				81	1 से 8पै		0	14	6
				84	3पै		0	03	5
					6पै		0	02	0
					7पै		0	02	4
					10पै		0	06	3
				85	1 से 13पै		0	30	6
				100पै	खाजन		0	36	4
147	पिंपलनर	भिबंड़ी	ठाण	4	8पै		0	00	1
					10पै		0	02	6
				5	2पै		0	00	4
					3पै		0	00	3
					4पै		0	02	8
					5पै		0	01	5
					6पै		0	01	5
					7पै		0	02	1
				6	4पै		0	02	0
					7पै		0	00	1
					8पै		0	02	5
				7	3पै		0	00	4
					4पै		0	00	6
					7पै		0	02	5
					9पै		0	06	8

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पीट
1	2	3	4	5	6	7	8	9	10
				8	1 से 9 पै तक		0	12	4
				37	1 से 6 पै तक		0	12	9
				4	9 पै		0	03	0
				6	3 पै		0	05	8
					5 पै		0	02	3
					6		0	00	8
					0 पै		0	15	0
					37 और 8 के बीच		0	05	2
148	पिपलास	भिवंडी	ठाणे	2	पै		0	01	2
				3	पै		0	07	9
				4	पै		0	12	2
				5	पै		0	06	1
				6	पै		0	00	8
				7	पै		0	20	8
				8	पै		0	06	0
				9	पै		0	01	2
				12	पै		0	05	2
				13	पै		0	43	6
				14	पै		0	00	6
				18	पै		0	39	6
				19	पै		0	30	8
				24	पै		0	23	8
				25	पै		0	00	2
				159	पै		0	42	2
				166	पै		0	11	3
				167	पै		0	14	5
				170	पै		0	01	5
				171	पै		0	12	3
				173	पै		0	18	0
				176	पै		0	03	0
				179	पै		0	11	6
				180	पै		0	23	6
				181	पै		0	31	6
				182	पै		0	02	8
				186	पै		0	19	8
					बैलागाडी रस्ता		0	01	8
					रास्ता स.न. 24 के बिचमे		0	01	0
					स.न. 8 और 12 के बिचमे		0	01	0
					स.न. 3 के नजदीक नासा		0	02	7
149	राजभोखी	भिवंडी	ठाणे	9	1 से 5 पै तक		0	26	0
				10	4 पै		0	03	2
				11	2 पै		0	00	7
					4 पै		0	01	5
					6 पै		0	10	2
					7		0	01	0
					8 पै		0	04	9
					9 पै		0	00	4
				12	1 से 11 पै तक		0	34	8
				14	2 पै		0	00	7
					4 पै		0	01	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
					5पै		0	05	6
					6पै		0	00	5
				15	0पै		0	13	1
				16	0पै, बपै		0	14	0
				17	1/1पै		0	03	2
					2पै		0	00	4
				21	11पै		0	00	4
				74	पै		0	56	0
					नाला स.नं 21 -74 के पास		0	09	2
					रस्ता स.नं 96-97 के पास		0	02	4
				96	0पै		0	57	6
				97	0पै		0	05	5
149अ	पिंपलगाँव	भिबंड़ी	धाने	10	2पै		0	06	5
150	सरावली	भिबंड़ी	धाने	1	1पै		0	04	4
					2पै		0	01	1
					3अपै		0	04	5
					3बपै		0	02	0
				2	1 से 16 पै		0	39	6
				3	1 से 10 पै		0	14	5
				13	6कपै		0	00	6
					7बपै		0	03	3
					7कपै		0	04	1
					8बपै		0	00	7
					8कपै		0	00	1
				13	पै		0	11	1
				14	1अपै		0	03	9
					1बपै		0	02	2
					2अपै		0	01	1
					2बपै		0	01	4
					4अपै		0	15	6
					4बपै		0	04	6
				15	पै		0	12	8
				61	पै		0	19	8
				62	6पै		0	01	4
					7पै		0	00	1
				63	पै		0	00	1
				64	पै		0	03	9
				65	1पै		0	12	2
					2पै		0	13	7
				80	पै		0	28	8
					स.नं. 2 और 3		0	09	9
					के बीच बंधारा				
					रस्ता स.नं. 80 के बिचये		0	01	0
151	सोनाले	भिबंड़ी	धाने	23	0पै		0	03	7
				24	2पै		0	02	1
					3पै		0	01	0
				25	2पै		0	02	6
					3पै		0	00	7
					4पै		0	00	4
					5पै		0	07	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				27	0पै		0	25	3
				28	2/2पै		0	00	5
					3पै		0	00	7
					4पै		0	30	7
				35	2पै		0	01	6
					4पै		0	00	8
					5पै		0	06	5
				36	1पै		0	04	8
				37	1/1अ/पै, 1/2पै, 1/3पै, 1/4पै		0	03	8
					1/5+3/1पै				
				38	1पै, 2पै		0	06	4
					3पै		0	01	7
					5पै		0	09	5
					8अ, 8ब, 8इ		0	02	7
					8अ+9/1, 8क+9/2		0	08	8
					9/3पै, 9/4पै, 9/5पै, 9/6पै		0	02	3
					10/1पै, 10/2पै		0	02	9
				51	4पै, 5पै, 6पै		0	10	9
				55	1पै		0	01	8
					2पै		0	23	4
				56	1 से 13 तक		0	30	8
				58	1 से 5 तक		0	01	7
				64	1 से 5 तक		0	00	2
				65	1पै		0	08	0
				67	2पै		0	14	1
					3पै		0	08	8
					4पै		0	03	6
				68	1/1पै, 1/2पै		0	35	0
				69	0पै		0	11	8
				70	3पै		0	14	4
					5पै		0	02	2
				157	1प		0	48	0
					2/3पै, 2/4पै, 2/5पै, 2/6पै		0	50	6
				162	1 से 5पै तक		0	08	4
				163	2पै		0	16	8
					3पै		0	17	7
				164	1पै		0	05	8
				167	0पै		0	10	4
				169अ	0पै		0	01	4
				170	0पै		0	01	5
				217	1पै		0	12	9
				218	2/1पै		0	06	8
					2/2पै		0	05	2
					2/3पै		0	00	7
					2/4पै		0	02	3
					2/5पै		0	04	6
					5पै		0	06	6
				204	0पै		0	04	4
					नाला ग्राम सोनाले और सुराई के बिचमे		0	04	4
					नाला स.न. 38 और 218/5 के बिचमे		0	03	2

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हैक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
151अ	बेलकुंदे	भिवंडी	ठाणे	157	2		0	01	0
				24	0पै		0	02	5
				27	1, 2पै		0	29	6
				28	0पै		0	00	3
				29	1पै		0	42	0
				30	1पै		0	07	4
				30	2पै		0	14	4
				36	1, 4पै		0	19	6
				37	1 से 3पै		0	29	6
				41	0पै		0	00	7
				66अ	0पै		0	63	6
152	बालशिन्दे	भिवंडी	ठाणे	13	1/1पै		0	69	3
				15	1पै		0	08	6
					2पै		0	10	8
					3पै		0	08	1
				20	1पै		0	19	2
					2पै		0	04	0
					3पै		0	21	2
				24	25पै		0	07	0
					26पै		0	00	1
					32पै		0	00	1
					33पै		0	08	0
					36पै		0	07	0
					37पै		0	04	0
					38पै		0	04	0
				26	0पै		0	54	0
				27	1पै		0	09	0
					9पै		0	11	0
					10पै		0	01	2
					11पै		0	02	0
152अ	लोणाड	भिवंडी	ठाणे	38	8पै		0	02	0
					12पै		0	04	0
				28	0पै		0	10	0
				29	1पै		0	36	0
				30	0पै		0	49	1
				23	पै		1	09	0
153	सेवई	भिवंडी	ठाणे	1	पै		0	03	6
				5	6पै		0	06	4
				5	7पै		0	18	0
				5	8पै		0	05	0
				6	पै		0	04	0
				9	पै		0	13	8
				10	पै		0	00	8
				14	पै		0	24	4
				15	पै		0	13	8
				16	3पै		0	04	7
				17	पै		0	30	6
				24	पै		0	10	4
				25	पै		0	15	6
				27	पै		0	41	4

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				28	पै		0	15	0
				43	पै		0	17	2
				44	1पै		0	11	6
				54	पै		0	09	6
				66	पै		0	01	2
				68	2पै		0	15	9
				69	1पै		0	02	2
				69	2पै		0	07	6
				70	1पै		0	12	8
				70	2पै		0	00	1
				70	3पै		0	19	8
				71	पै		0	03	1
				73	2पै		0	03	6
				75	पै		0	11	0
				76	4पै		0	06	8
				76	5पै		0	33	8
				80	पै		0	00	7
				15	पै		0	01	6
				16	1पै		0	02	2
				16	2पै		0	00	3
				16	3पै		0	05	7
					पाईप लाईन स.नं.66के बिच से		0	12	6
					पाईप लाईन स.नं.68के बिच से		0	16	6
154	निमवली	भिवंडी	ठाणे	21	1पै		0	02	4
					2पै		0	01	7
					3पै		0	03	2
					4पै		0	02	2
					6/1पै		0	01	3
					6/2पै		0	01	7
					6/4पै		0	02	0
					6/5पै		0	00	5
					7पै		0	01	0
					9पै		0	01	2
					10/1/2		0	00	3
					11पै		0	01	9
					12/1/2/पै		0	06	8
					12/2/पै		0	00	9
					16पै		0	12	4
				22	0पै		0	09	6
				29	7पै,16पै		0	14	2
					12,13,14,15,17पै		0	14	1
				36	1 से 4पै		0	04	6
				37	1पै		0	06	0
					2पै		0	03	0
					3पै		0	01	3
				47	1पै		0	02	4
					6पै		0	19	2
				53	पै		0	08	4
				54	1पै		0	17	9
					2पै		0	01	7

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				55	1 से 5 पै		0	13	5
				57	5 पै		0	08	0
				60	5 पै		0	01	0
					6 पै		0	00	9
					8/1 पै		0	12	0
					9 से 11 पै		0	19	0
				61	पै		0	10	5
				68अ	6 पै		0	00	4
					7 पै		0	05	2
					12 पै		0	13	0
					13 पै		0	05	8
				79	पै		0	09	8
				85	1 पै		0	10	2
					2 पै		0	18	
				80	0 पै		0	16	8
					एनएच नं.3 स.नं. 68 और 61 के बीच में		0	02	8
155	काशिखली	भिवंडी	ठाणे	15	0 पै		0	05	0
				16	1 पै		0	19	6
					3 पै		0	01	4
				17	1 पै		0	08	6
					3 पै		0	05	6
					4 पै		0	04	2
					8 पै		0	01	0
				22	5 पै		0	02	0
				23	1 पै		0	03	6
					2 पै		0	00	3
					5 पै		0	00	8
					11 पै		0	00	3
					12 पै		0	02	4
					17 पै		0	07	1
					18 पै		0	04	8
					22 पै		0	02	4
				31	0 पै		0	05	2
				34	1/1, 1/2, 1/3 पै		0	10	8
				36	1 पै		0	08	0
					2 पै		0	10	4
					3 पै		0	00	2
					7 पै		0	06	0
				37	3-3 पै		0	08	4
					4 पै		0	06	6
				23	13		0	02	8
				36	6		0	05	2
				39 पै			0	03	2
					नदी स.नं.17 के पास		0	06	0
156	कवाडखुर्द	भिवंडी	ठाणे	50	2 पै		0	12	2
					3 पै		0	03	7
					4 पै		0	02	4
				51	3 पै		0	06	5
					4 पै		0	03	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सब्सि नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				56	5पै 1पै 2पै		0 0 0	10 09 09	5 5 0
				57	1पै 2पै		0	25	7
				65	4पै		0	11	6
				66	1 से 4पै तक		0	12	5
				83	3पै 4पै 5पै		0 0 0	02 03 00	5 0 25
				179	1, 2, 3पै		0	05	5
				207	3पै 4पै 7पै		0 0 0	08 06 06	0 2 5
				213	6पै 11 पै 12(1)पै 12(2)पै		0 0 0 0	19 00 06 09	7 5 2 7
				214	1बपै 1कपै 3पै 5पै		0 0 0 0	10 11 06 03	5 2 0 2
				222	2पै 4पै		0 0	15 04	2 3
				223	2पै		0	13	0
					नंबर खाली स.नं. 233के पास		0	17	2
				58	पै		0	05	5
				233	2पै		0	67	8
					नयी स.नं. 233के पास		0	10	0
157	अनगाव	धिबंड़ी	ठाणे	10	1 से 11पै		0	05	9
				11	0पै		0	13	8
				13	1 और 4पै		0	05	1
				14	0पै		0	20	4
				24	1/1पै		0	01	9
				26	1पै 2पै 3पै		0 0 0	07 12 21	8 8 2
				27	1पै 4पै 5पै		0 0 0	04 01 00	5 7 2
				28	0पै		0	00	2
				29	0पै		0	12	8
				30	1 से 4पै		0	32	4
				39	0पै		0	04	3
				41	0पै		0	11	6
				42	0पै		0	01	2
				43	7पै 13पै 14पै		0 0 0	06 07 02	9 0 9
					19अपै और 19बपै		0	06	9
				48	1/2पै 2पै		0 0	17 06	9 0

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
					6पै		0	05	8
					8पै		0	06	2
					9पै		0	00	2
					11पै		0	01	1
				49	1पै		0	19	8
					2पै		0	08	7
				49	4पै		0	01	0
				50	2पै		0	00	2
				52	0पै		0	07	6
				53	0पै		0	15	6
				54	1पै		0	07	6
					2पै		0	04	7
				81	0पै		0	01	2
				82	0पै		0	19	3
				83	0पै		0	09	8
				90	0पै		0	40	8
				91	0पै		0	17	6
				93	0पै		0	16	0
				97	0पै		0	27	2
					रास्ता स.न.43/14पै केबिच		0	01	1
158	सुपेगांव	भिवंडी	ठाणे	21	पै		0	42	7
				103	1पै		0	01	2
					3अ/पै,3ब/पै,3क/पै,3ड/पै		0	34	4
					4/पै,5/पै,6/पै,7/1से7/5पै		0	03	6
				104	0पै		0	01	5
				106	0पै		0	10	2
				107	3पै		0	00	6
				108	1पै		0	03	2
					2पै		0	09	6
					3पै		0	02	6
					4पै		0	06	6
				116	2पै		0	10	2
					3पै		0	04	0
				120	पै +प्लॉट नंबर		0	32	6
					2,3,5,6,8+13,9,10,				
					11+13,14,17पै				
				122	0पै		0	04	6
				127	1पै		0	12	0
					3पै		0	04	4
					5पै		0	04	0
					6पै		0	06	2
					7पै		0	07	6
					स.न 107और108 के बिच		0	03	2
159	पिळजेबुद्रुक	भिवंडी	ठाणे	29पै			0	05	0
				31पै			0	29	0
				118पै			0	07	0
160	साविठणे	भिवंडी	धाने	1	1पै		0	24	4
				13	5पै		0	03	1
					6पै		0	04	5
				16	1पै		0	18	5

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	प्लॉट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				17	2 पै		0	14	4
					7 पै		0	00	4
					8 पै		0	01	0
				18	1 पै		0	00	4
					2 पै		0	07	3
				21	पै		0	15	5
				22	पै		0	18	8
				24	पै		0	01	6
				26	पै		0	04	6
				27	पै		0	21	4
				28	पै		0	12	4
				33	पै		0	23	2
				34	पै		0	31	6
				84	1		0	32	2
				90	1,3,4,5 पै,6,7,8 पै		0	10	0
				91	1 पै		0	01	0
				110	पै		0	12	0
				112	1 पै		0	24	2
					2 पै		0	03	0
				113	1 पै		0	24	0
				117	1,2/1 पै,2/2 पै,2/3 पै,3 पै		0	39	9
				118	1 पै		0	01	0
				119	पै		0	10	4
				128	1,2,3 पै,4,5,6,7,8 पै		0	49	5
				130	1,2 पै		0	10	0
				148	1,2,3 पै,4,5 पै		0	38	0
				153	1,2,3,4,5,6,7 पै		0	01	0
				नदी	स.नं. 184 के पास		0	08	0
				गावठाण	स.नं. 1 और 130 के बिचमे		0	23	2
				138	पै		0	10	0
161	मालबिड़ी	भिवंडी	ठाणे	1	2 पै		0	00	3
				2	2 पै		0	23	8
				17	1 पै		0	01	4
				19	पै		0	31	8
				20	पै		0	07	4
				22	4 पै		0	05	3
					5 पै		0	05	3
					6 पै		0	01	0
					7 पै		0	05	5
				24	1/1 पै,1/2 पै		0	14	6
					2 पै		0	01	0
					3 पै		0	02	4
				25	3 पै		0	08	7
				26	0 पै		0	26	6
				88	1 पै		0	05	6
					2 पै		0	01	0
					3 पै		0	12	6
					4 पै		0	06	3
				89	2 पै		0	11	2
				90	1 पै		0	10	7

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पॉइंट
1	2	3	4	5	6	7	8	9	10
					2/1पै, 2/2पै		0	01	0
					3पै		0	04	4
				91	1पै		0	18	3
					2पै		0	02	3
				92	1पै		0	25	4
					2पै		0	00	2
				93	2पै		0	24	0
				96	2पै		0	00	8
					3पै		0	03	4
					4पै		0	01	2
				111	0पै		0	09	6
				131	4पै		0	05	6
					5पै		0	05	6
					6पै		0	09	6
				134	2पै		0	00	6
					3पै		0	12	8
				4	पै		0	01	6
					रास्ता स.नं.2 और 24 के बिच मे		0	01	0
					नाला स.नं.34 के बिच मे		0	01	0
162	बावली	भिवंडी	धाने	13	5पै		0	03	7
				15	2पै		0	13	8
					3पै		0	04	8
					6पै		0	06	4
				17	पै		0	04	9
				21	3पै		0	04	7
					6पै		0	04	4
					7पै		0	00	6
					9पै		0	05	9
					15पै		0	05	2
					22पै		0	02	3
					नंबर रहित स. नं. , स.नं. 21 ,		0	03	8
					हिस्सा नं 15 और 22 के बिच मे				
				23	4पै		0	03	5
					7पै		0	02	5
					8पै		0	04	6
				31	पै		0	31	6
				35	पै		0	17	8
				6	पै		0	32	3
				43	पै		0	19	6
163	मोहिली	भिवंडी	ठाणे	37	1पै		0	07	9
				38	1पै		0	10	2
164	दुगाड	भिवंडी	ठाणे	52	1/पै, 1/3अ/पै, 2/पै		0	32	3
				53	1पै		0	02	0
					2पै		0	13	3
				55अ	0पै, 36पै, 38पै, 39पै		0	34	0
				55ब	0पै		0	00	5
				56	1पै		0	06	5
					3पै		0	17	0
					4पै		0	05	3
					5पै		0	03	5

अ. क्र.	गांव का नाम	तहसील	जिला	सड़क नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				रास्ता	स.नं. 55अ/4अ और 52		0	01	2
					के बिच से				
165	असनोली	भिवंडी	ठाणे	46	1पै		0	04	2
					3पै		0	24	6
				47	1पै		0	04	7
					2पै		0	17	2
					3पै		0	10	2
				48	पै		0	18	9
				52	पै		0	34	7
				53	पै		0	02	0
				54	पै		0	11	2
				55	1पै		0	25	8
					5पै		0	07	6
				19	पै		0	57	7
				44	पै		0	16	5
166	घारेट	भिवंडी	ठाणे	2	1/1पै,1/2पै,1/3पै		0	02	8
					2/1पै,2/2पै,2/3पै,2/4पै,		0	17	2
					2/5पै				
					3/1पै,3/2पै		0	17	8
					9/1पै,9/2पै,9/3पै,		0	03	5
					9/4पै,9/5पै				
					10पै		0	00	5
					11पै		0	00	2
				5	पै		0	09	6
				7	2पै		0	06	2
					3पै		0	06	8
					4/1पै,4/2पै		0	07	2
				10	1/1पै,1/2पै,		0	15	8
				46	3अ/पै,3ब/पै		0	01	6
					4पै		0	13	0
					5अ/पै,5ब+5क/पै,5क/पै		0	07	3
					5क/पै,5फ/पै				
				47	1पै,		0	00	2
					2पै		0	06	3
					4अपै,4बपै,4कपै		0	13	2
					6पै		0	00	3
				50	1/1पै,1/2पै		0	14	8
					2क/पै		0	15	2
				74	1पै		0	07	6
					2पै		0	15	2
				75	1/1पै,1/2पै,1/3पै		0	03	6
					2/1पै,2/2पै				
				6	0पै		0	18	4
				77	0पै		0	02	8
					नदी, स.नं. 75के पास		0	07	6
					गावठण स.नं. 50के पास		0	15	7
167	झिठके	भिवंडी	धाने	26	पै		0	16	1
				27	पै		0	10	2
				28	1,2,3,4,5,6,7,8,9,10,11,12,पै		0	12	2
					13पै,14,15,16पै				

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				29	1,1पै,2,3,4,5,6अ,6बपै 6बपै,6कपै		0	00	7
				30	1,2,3,4,5,6,7,8/1,8/2,8/3/1, 8/3/2,8/3/3,8/3/4,9,10पै 10पै,11पै		0	36	8
				37	1अ,1अपै,1अपै,1/3/2पै,1ब 2पै,2पै,3पै		0	16	3
				38	1,2,3पै		0	16	8
				49	पै		0	13	3
				68	पै		0	15	0
				89	पै		0	12	6
				90	पै		0	06	6
				97क	पै		0	02	4
				96अ	पै		0	14	6
				97अ	पै		0	34	1
168	अंबाडी तर्फ दुभाड	भिलवडी	धाने	42	पै		0	24	6
				50	पै		0	30	0
				51	पै		0	17	4
				53	पै		0	06	3
				55	पै		0	27	7
				97	पै		0	33	3
				98	पै		0	08	7
				99	पै		0	24	0
				100	पै		0	24	0
				102	पै		0	04	8
				110	पै		0	09	6
				126	पै		0	07	1
				135	पै		0	04	8
				147	पै		0	47	5
				109अ	पै		0	03	2
				141अ	पै		0	40	4
					राज्य मार्ग क्र. 40		0	05	9
					नदी स.नं.147 के पास		0	17	6
169	हाकीवली	बाडा	धाने			253पै	0	21	8
						256पै	0	01	7
						267पै	0	10	5
						268पै	0	15	3
						289पै	0	12	6
						290पै	0	03	9
						291पै	0	14	3
						292पै	0	00	5
						293पै	0	18	5
						302अपै	0	00	3
						302बपै	0	08	1
						303पै	0	25	4
						नदी गट नं. 303पै के पास	0	10	6
						रस्ता, 303पै से	0	01	0
170	घोणसई	बाडा	धाने			72पै	0	04	3
						80पै	0	03	3

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						85अपै	0	06	5
						87अपै	0	10	3
						87बपै	0	12	4
						90पै	0	19	4
						91पै	0	02	7
						93पै	0	00	2
						94पै	0	07	1
						95पै	0	00	1
						96पै	0	16	5
						107पै	0	07	8
						108पै	0	00	8
						113पै	0	11	2
						114अपै	0	05	3
						114बपै	0	06	4
						114कपै	0	04	9
						114डपै	0	06	8
						116पै	0	07	1
						117पै	0	04	2
						125पै	0	00	1
						129पै	0	00	4
						184अपै	0	22	5
						184कपै	0	00	4
						187पै	0	13	0
						188पै	0	01	4
						189पै	0	07	9
						191पै	0	06	6
						192पै	0	03	8
						193पै	0	02	1
						194पै	0	02	5
						213पै	0	00	2
						214पै	0	18	1
						215पै	0	10	0
						216पै	0	14	5
						217पै	0	04	2
						218पै	0	10	4
						220पै	0	01	0
						270पै	0	00	4
						271पै	0	08	5
						272बपै	0	03	2
						273पै	0	02	5
						281अपै	0	06	5
						282पै	0	00	3
						212पै	0	02	5
						84पै	0	03	3
						280पै	0	00	3
						66पै	0	10	2
						71पै	0	30	2
						138पै	0	00	9
						139पै	0	18	0
						150पै	0	00	3

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						151पै	0	14	1
						152पै	0	12	4
						153पै	0	06	6
						157पै	0	05	5
						158पै	0	09	1
						159पै	0	00	3
						161पै	0	10	8
						162पै	0	09	1
						163पै	0	01	1
						184अपै	0	20	0
						186पै	0	28	2
						187पै	0	00	9
						192पै	0	12	7
						193पै	0	07	0
						194पै	0	00	4
						254पै	0	06	7
						255पै	0	07	2
						256पै	0	13	2
						257पै	0	00	1
						322पै	0	11	7
						325पै	0	06	1
						326पै	0	07	7
						329पै	0	05	1
						330पै	0	05	3
						367अपै	0	03	0
						368पै	0	22	0
						385पै	0	17	9
						390पै	0	07	5
						391पै	0	08	1
						392पै	0	07	3
						404पै	0	07	6
						406पै	0	11	8
						411पै	0	01	1
						412पै	0	01	4
						413पै	0	01	3
						416पै	0	10	3
						417पै	0	10	3
						418पै	0	09	8
						461पै	0	02	7
						466पै	0	29	3
						470अपै	0	01	9
						487अपै	0	03	7
						487अपै	0	02	2
						488पै	0	07	5
						492अपै	0	00	1
						492अपै	0	14	6
						492अपै	0	10	2
						493पै	0	00	4
						494पै	0	03	1
						500पै	0	12	4

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						501पै	0	05	0
						502पै	0	05	9
						506अपै	0	02	7
						506बपै	0	10	0
					नाला ग.नं 367ब और 461 के बिच में		0	06	5
					नाला ग.नं 506अ और 465 के बिच में		0	09	8
						459पै	0	03	0
						465पै	0	15	3
172	विजयगढ़	बाड़ा	थाने	2	1पै		0	01	5
				3	5पै		0	05	5
					6पै		0	01	2
					7पै		0	06	5
				16	1पै		0	06	5
				17	1अ, 1बपै		0	22	7
				18	पै		0	37	0
				19	1बपै		0	09	7
					2पै		0	06	2
					3पै		0	06	7
					5पै		0	08	0
				32	2+3पै		0	12	5
					5पै		0	04	2
					8पै		0	02	5
				34	2पै		0	15	2
					5पै		0	23	0
					6पै		0	08	5
					7पै		0	02	7
				15	1पै		0	02	2
					रास्ता स.नं.19पै और 32पै के बिच में		0	01	9
172अ	डोगरो	बाड़ा	थाने	1	2पै		0	03	5
					3पै		0	05	2
					4पै		0	01	9
					5पै		0	07	7
					6अ पै		0	00	7
					7पै		0	06	2
					8पै		0	03	0
					10पै		0	06	2
					13पै		0	04	7
					14पै		0	08	7
				17	1पै		0	15	2
					4पै		0	04	2
					5पै		0	03	7
					10पै		0	03	6
				20	2/अ - 2/क पै		0	12	2
					3/अपै		0	00	6
					4/अपै		0	08	7
					5पै		0	07	5
					6पै		0	11	2
				33	9पै		0	09	7
				34	1क+2+4पै		0	12	4

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
					10पै		0	06	5
					12पै		0	05	0
					15पै		0	00	2
					16पै		0	06	5
				35	1अ+2पै		0	00	2
				37/1 से 5	1पै		0	17	2
					2पै		0	07	7
				37/1 से 5	3A,5,6पै		0	14	0
				39	1अ+2पै		0	13	2
					3अपै		0	12	2
					4पै		0	00	7
				40	3पै		0	04	5
				40	4अ,4अपै		0	05	2
				42	3पै		0	02	7
					रास्ता, 1 और 42के बीच से		0	01	7
					रस्ता, स.नं.17		0	02	0
					रस्ता, स.नं.34		0	00	5
					और 35 के बीच				
173	बिलावली	बाडा	धाने			201पै	0	00	8
						216पै	0	10	6
						217पै	0	08	4
						219पै	0	28	6
						222पै	0	09	7
						226पै	0	13	7
						227पै	0	07	6
						228पै	0	00	1
						244पै	0	12	8
174	बुधवली	बाडा	धाने			38पै	0	03	6
	तर्फ					43पै	0	31	4
	पौलवारे					49पै	0	23	1
						50पै	0	09	8
						51पै	0	03	7
						58पै	0	11	1
						59पै	0	08	2
						62पै	0	07	8
						63पै	0	03	6
						64पै	0	37	7
						77पै	0	12	4
						88पै	0	03	2
						89पै	0	00	1
						90पै	0	05	3
						91पै	0	18	1
						96पै	0	01	6
						97पै	0	10	4
						98पै	0	04	6
						113पै	0	02	1
						114पै	0	07	4
						115पै	0	17	4
						126पै	0	00	1

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हक्टर	आर	पॉइंट
1	2	3	4	5	6	7	8	9	10
						127पै	0	14	0
						128पै	0	18	1
						129पै	0	09	9
						130पै	0	07	3
						132पै	0	07	8
						133पै	0	01	6
						135पै	0	02	3
						142पै	0	12	8
						143पै	0	03	5
						146पै	0	03	0
						147/1पै	0	07	9
						158पै	0	01	3
						160पै	0	10	6
						162पै	0	05	9
						175पै	0	03	3
						176/अपै,बपै	0	06	0
						177पै	0	00	3
						178पै	0	04	4
						179पै	0	12	6
						180पै	0	00	8
						181पै	0	03	8
						182पै	0	00	8
						184पै	0	04	3
						185पै	0	00	7
						186पै	0	01	2
						187पै	0	04	6
						190पै	0	01	4
						191पै	0	03	8
						192पै	0	03	0
						193पै	0	06	9
						195पै	0	01	4
						196पै	0	07	3
						197पै	0	00	1
						199पै	0	11	5
						36पै	0	10	6
175	देवघर	बाढ़ा	घाने			163पै	0	29	8
						216पै	0	13	8
						218पै	0	08	5
						222पै	0	03	8
						223पै	0	19	5
						224पै	0	12	2
						226पै	0	13	8
						228पै	0	13	2
						229पै	0	26	8
						241पै	0	06	7
						242पै	0	15	2
						251पै	0	06	7
						253पै	0	29	7
						260पै	0	03	2
						261पै	0	09	2

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		पोस्ट
							हेक्टर	आर	
1	2	3	4	5	6	7	8	9	10
						262पै	0	18	8
						268पै	0	06	8
						269पै	0	02	7
						270पै	0	14	2
						325पै	0	50	3
						329पै	0	09	5
						330पै	0	19	2
						331पै	0	28	8
						नाला गट नं.324 के पास	0	01	8
176	बिलोशी	बाढा	थाने			214पै	0	06	0
						215पै	0	10	4
						216पै	0	10	8
						217पै	0	31	0
						नाला गट.नं.213 के पास	0	20	0
						नाला गट.नं.227 के पास	0	00	1
177	गौरापुर	बाढा	थाने			198पै	0	01	9
						199पै	0	24	1
						202पै	0	29	2
						204पै	0	14	5
						205पै	0	00	2
						212पै	0	21	6
						213पै	0	04	2
						214पै	0	23	1
						215पै	0	01	0
						216पै	0	05	0
						217पै	0	15	8
						219पै	0	91	6
						220पै	0	17	5
						228पै	0	00	8
						229पै	0	01	3
						230पै	0	08	8
						292पै	1	00	7
						293अपै	0	66	3
						295पै	0	17	3
						नाला ग.नं.293पै के पास	0	15	7
						नाला ग.नं.198पै के पास	0	08	5
178	आबिस्ते बुद्धक	बाढा	थाने			216पै	0	28	3
						222पै	0	11	8
						223पै	0	18	8
						225पै	0	04	0
						348पै	0	01	0
						349पै	0	39	8
						350पै	0	38	1
						355पै	0	12	3
						356पै	0	03	3
						357पै	0	02	0
						358पै	0	12	3
						359पै	0	02	1
						365पै	0	07	7
						366पै	0	21	5

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						367पै	0	21	5
						368पै	0	11	3
						371पै	0	14	1
						372पै	0	02	0
179	पालसई	वाडा	धाने			312पै	0	09	3
						315पै	0	10	3
						317पै	0	10	4
						320पै	0	14	8
						322पै	0	23	4
						323पै	0	10	9
						324पै	0	10	9
						326पै	0	15	8
						329पै	0	16	3
						330पै	0	10	8
						344पै	0	05	6
180	बोराडे	वाडा	धाने			107पै	0	10	0
						108पै	0	24	1
						114पै	0	56	3
						115पै	0	33	2
						119पै	0	13	8
						120अपै	0	02	0
						120बपै	0	04	4
						120कपै	0	15	9
						121अपै	0	02	8
						121कपै	0	20	8
						144पै	0	07	1
						145पै	0	19	8
						146पै	0	20	7
						147पै	0	06	3
						148पै	0	11	1
						150पै	0	00	7
						167पै	0	14	6
						168पै	0	07	7
						169पै	0	30	6
						170पै	0	24	3
						171पै	0	11	4
						175पै	0	04	2
						179पै	0	21	5
						180पै	0	20	8
						184पै	0	16	7
						186पै	0	02	4
						185पै	0	36	6
181	खरीबली	वाडा	धाने	202	4/1पै		0	18	5
					7पै		0	07	8
				203	1पै		0	01	8
				212	2/1पै		0	24	6
				213	पै		0	00	8
				214	पै		0	07	2
				215	पै		0	06	0
				216	1पै		0	02	2

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		पॉइंट
							हक्टर	आर	
1	2	3	4	5	6	7	8	9	10
					2 पै		0	00	2
					4 पै		0	02	1
				217	1 पै		0	30	5
				219	1+2 पै		0	13	2
				220	से		0	29	6
				230	1 पै		0	02	2
					2 पै		0	14	2
					3 पै		0	06	7
					4 पै		0	07	7
				233	1,2,3 पै		0	22	8
				234	1 पै		0	15	5
					2 पै		0	02	5
					4 पै		0	12	5
				236	से		0	25	8
				237	2 पै		0	08	5
					3 पै		0	06	4
				238	से		0	02	3
					रस्ता, स.नं.220		0	02	7
					के पास				
					नदी, स.नं.217		0	31	5
					के पास				
182	गो-हे	वाडा	थाने			218 पै	0	00	6
						219 पै	0	00	3
						220 पै	0	20	0
						222 पै	0	11	2
						229 पै	0	49	2
						230 पै	0	01	4
						231 पै	0	01	0
						232 पै	0	32	2
						248 पै	0	17	3
						250 पै	0	03	6
						251 पै	0	14	3
						252 पै	0	14	3
						254 पै	0	25	0
						264 पै	0	44	7
183	सांगे	वाडा	थाने			22अ पै	0	01	3
	तर्फ					22ब पै	0	28	0
	कोहोज					23 पै	0	06	3
						25 पै	0	01	2
						26 पै	0	19	6
						28 पै	0	22	4
						29 पै	0	30	8
						92 पै	0	30	9
						94 पै	0	09	0
						95 पै	0	15	6
						96 पै	0	05	7
						97 पै	0	10	2
						98 पै	0	05	7
						99 पै	0	42	2
						101 पै	0	00	8

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		पॉइंट
							हेक्टर	आंग	
1	2	3	4	5	6	7	8	9	10
						102पै	0	00	9
						103पै	0	02	3
						104पै	0	37	2
						107पै	0	04	7
						108पै	0	37	0
						108पै	0	02	3
						109पै	0	13	7
						111पै	0	07	1
						112पै	0	04	3
						115पै	0	25	4
						नाला, गट नं.	0	05	6
						92पै के पास			
						रस्ता, गट नं.	0	02	7
						108पै के पास			
184	नाने	साडा	थाने			99पै	0	45	0
						100पै	0	07	0
						101पै	0	11	0
						102पै	0	22	0
						104पै	0	01	0
						114पै	0	16	0
						115पै	0	28	0
						116पै	0	19	0
						117पै	0	30	0
						118पै	0	12	0
						119पै	0	19	0
						180पै	0	05	0
						182पै	0	43	0
						198पै	0	25	0
						204पै	0	18	0
						214पै	0	16	0
						215पै	0	08	0
						217पै	0	14	0
						218पै	0	09	0
						219पै	0	11	0
						270पै	0	29	0
						277पै	0	14	0
						278पै	0	10	0
						284पै	0	05	0
						285पै	0	11	0
						297पै	0	03	0
						298पै	0	13	0
						316पै	0	11	0
						317पै	0	02	0
						318पै	0	14	0
						329पै	0	18	0
						335पै	0	08	0
						336पै	0	08	0
						337पै	0	10	0
						338पै	0	03	0
						339पै	0	13	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						340पै	0	02	0
						341पै	0	63	0
						348पै	0	11	0
						349पै	0	18	0
						350पै	0	04	0
						351पै	0	16	0
185	गालतरे	वाडा	धाने			10पै	0	40	7
						13पै	0	77	2
						15पै	0	00	4
						17पै	0	09	2
						19पै	0	13	7
						20पै	0	00	3
						21पै	0	08	5
						23पै	0	11	5
						24पै	0	06	0
						25पै	0	01	2
						27पै	0	07	7
						28पै	0	16	9
						30पै	0	09	1
						38पै	0	20	7
						40पै	0	21	9
						41पै	0	02	6
						43पै	0	11	3
						52पै	0	02	4
						54पै	0	00	7
						55पै	0	03	8
						58पै	0	06	3
						69पै	0	05	2
						71पै	0	00	2
						72पै	0	09	0
						80पै	0	07	9
						81पै	0	16	3
						82पै	0	15	8
						85पै	0	17	2
						209पै	0	07	3
						210पै	0	00	1
						213पै	0	03	2
						215पै	0	08	4
						216पै	0	41	5
						221पै	0	17	3
						222पै	0	12	1
						223पै	0	06	2
						224पै	0	26	6
						291पै	0	47	8
						293पै	0	06	5
						294पै	0	45	0
						295पै	0	17	8
						298पै	0	12	3
						299पै	0	26	5
						300पै	0	01	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		पॉइंट
							हेक्टर	आर	
1	2	3	4	5	6	7	8	9	10
						301पै	0	26	5
						304पै	0	08	4
						308पै	0	07	8
						316पै	0	04	5
						नाला ग.नं.13वा10पै के पास	0	02	8
						नाला ग.नं. 58पै के पास	0	12	5
186	गुहीर	वाडा	थाने	2	0पै		0	23	3
				5	पै		0	34	8
				6	1/12पै		0	32	3
				19	1पै		0	59	0
				20	1/1/3पै		0	00	3
				21	2पै		0	01	5
				23	0पै		0	00	5
				24	2पै		0	27	5
					4/1,4/2पै		0	03	5
					5पै		0	02	0
				25	0पै		0	30	0
				26	1पै		0	13	3
				32	1पै		0	01	0
					2/1पै		0	01	8
				35	2पै		0	34	3
				36	1पै		0	00	8
				37	2पै		0	08	8
				38	1/2,2पै		0	15	5
				41	6पै		0	08	5
					7पै		0	00	3
					8पै		0	02	0
					9पै		0	15	0
				64	0पै		0	15	8
187	करजपाडा	वाडा	थाने			32पै	0	11	2
						33पै	0	72	2
						43पै	0	67	5
						44पै	0	00	1
						47पै	0	25	5
						53पै	0	01	0
						54पै	0	50	7
						55पै	0	03	0
						48पै	0	47	6
						59पै	0	32	2
						नदी ग.नं.106के पास	0	19	6
188	टेण	पालघर	थाने			3पै	0	15	0
						39पै	0	11	3
						40पै	0	00	6
						46पै	0	14	8
						47पै	0	10	9
						48पै	0	15	5
						49पै	0	18	1
						50पै	0	16	7
						51पै	0	16	1
						65पै	0	09	6

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						85पै	0	07	1
						102पै	0	08	3
						103पै	0	11	8
						105पै	0	25	3
						107पै	0	04	8
						108पै	0	41	6
						115पै	0	00	8
						117पै	0	14	8
						130पै	0	08	3
						133पै	0	00	1
						103पै	0	03	4
						गांवठण 46पै और 65पै के बीच	0	12	5
189	सावरखंड तर्फ मनोर	पालघर	धाने			1पै	0	00	4
						172पै	0	01	7
						174पै	0	02	7
						175पै	0	03	1
						176पै	0	00	1
						177पै	0	13	1
						178पै	0	08	4
						231पै	0	25	8
						246पै	2	02	2
190	टाकसहाल	पालघर	धाने			1पै	0	11	8
						9पै	0	20	9
						10पै	0	09	1
						14पै	0	68	3
						14पै	0	24	1
						15पै	0	01	6
						43पै	0	31	9
					राज्य महामार्ग क्र. 8	10पै	0	05	0
					स्ता	14पै	0	07	8
					स्ता	9.42 के बीच में	0	02	0
						42 पै	0	30	5
191	नांदगांव तर्फ मनोर	पालघर	धाने			1पै	0	03	8
						2पै	0	14	8
						3पै	0	24	0
						5पै	0	29	6
						10पै	0	34	6
						11पै	0	09	2
						24पै	0	40	2
						81पै	0	07	2
						82पै	0	02	1
						83पै	0	00	2
						84पै	0	29	2
						86पै	0	15	9
						94पै	0	08	4
						97पै	0	25	3
						102पै	0	02	4
						103पै	0	31	0
						104पै	0	00	3

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						107पै	0	07	5
						108पै	0	21	2
						109पै	0	03	6
						111पै	0	07	5
						136पै	0	20	1
						142पै	0	02	9
						143पै	0	11	8
						144पै	0	12	1
						153पै	0	04	6
						154पै	0	04	0
						155पै	0	04	2
						158पै	0	00	2
						160पै	0	16	7
						161पै	0	03	2
						165पै	0	13	0
						166पै	0	26	6
						109पै	0	02	0
						81पै	0	08	3
						165पै	0	01	0
192	आमधनी	पालाघर	धाने	31	पै		0	56	0
				35	पै		0	05	0
				38	पै		0	07	7
				39	पै		0	13	2
				41	पै		0	06	7
				42	पै		0	28	5
				43/इकल्यू	पै		0	10	0
				44/इकल्यू	पै		0	06	0
				84	5पै		0	42	8
				88	3पै		0	08	0
					4पै		0	01	0
					5पै		0	22	0
					6पै		0	35	0
					7पै		0	02	0
					8पै		0	10	0
				90	अपै		0	06	0
				90	अपै		0	48	0
				90	अपै		0	24	0
					हाल नदि स.नं.90अ के पास		0	11	3
193	कोधान तर्फ मनोर	पालाघर	धाने			92पै	0	59	0
						100पै	0	32	0
						17 Wपै	0	02	0
						71पै	1	84	0
						71पै	0	69	0
						71पै	0	04	0
194	बामखिंड	पालाघर	धाने	37	पै		0	28	0
195	बेलगाँव	पालाघर	धाने	1	पै		0	12	2
				4	1पै		0	13	2
					2पै		0	09	4
					3पै		0	12	4

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	घॉट
1	2	3	4	5	6	7	8	9	10
					5पै		0	07	2
					6पै		0	28	4
				6	पै		0	24	4
				9	1पै		0	16	0
				10	2पै		0	65	0
					4पै		0	01	2
					5पै		0	02	4
				11	1पै		0	80	0
				38	2पै		0	13	5
				42	1पै		0	69	6
				43	1पै		0	00	6
					2पै		0	09	6
				44	पै		0	65	8
				45	2पै		0	06	4
					4पै		0	15	0
				46	पै		0	58	2
				49	पै		0	25	6
					कॅनाल स.नं. 42/1पै मे		0	04	0
					पीडब्ल्यूडी रोड स.नं.10/2पैमे		0	02	0
196	जरी-खुर्र	पालघर	धाने			1पै	0	41	3
						2पै	0	04	7
						11पै	0	17	2
						48पै	0	38	8
						49पै	0	11	9
						51पै	0	03	4
						52पै	0	03	2
						54पै	0	07	4
						56पै	0	00	1
						63पै	0	34	7
						84पै	0	07	2
						85पै	0	00	4
						86पै	0	11	3
						104पै	0	18	6
						6पै	0	19	6
						नाला 63 और 84 के बिचमे	0	04	7
197	लालोदा	पालघर	धाने			107पै	0	14	5
						108पै	0	09	0
						111पै	0	09	0
						112पै	0	01	0
						114पै	0	51	0
						118पै	0	34	5
						140पै	0	58	0
						203पै	0	12	5
						206पै	0	01	0
						207पै	0	01	0
						209पै	0	05	0
						211पै	0	09	5
						212पै	0	11	5
						102पै	0	09	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
197अ	नागजरी तर्फ अरोरी	पालघर	धाने			140पै	0	01	0
						39पै	0	08	1
						40पै	0	18	0
						57पै	0	06	0
						56पै	0	64	0
198	फिराट	पालघर	धाने			10पै	0	22	5
						29पै	0	27	0
						30पै	0	93	0
						293पै	0	01	0
						304पै	0	12	7
						305पै	0	31	0
						313पै	0	03	9
						314पै	0	04	6
						317पै	0	04	3
						318पै	0	01	0
						319पै	0	12	0
						321पै	0	19	1
						339पै	0	04	5
						340पै	0	05	0
						341पै	0	02	0
						343पै	0	03	5
						344पै	0	00	5
						350पै	0	20	7
						351पै	0	00	8
						356पै	0	12	0
						357पै	0	09	0
						358पै	0	16	0
						363पै	0	16	5
						369पै	0	53	5
						371पै	0	08	0
						377पै	0	17	0
						391पै	0	66	0
						पुराना स.नं.68पै	0	22	0
						370पै	0	10	0
						सुर्या कॅनाल 369पै केबिच	0	01	0
						सुर्या कॅनाल 305पै केबिच	0	01	0
						नाला स.नं. 68 के पास	0	04	5
199	बोरहोली	पालघर	धाने			3पै	0	02	8
						5अपै	0	00	3
						18पै	0	85	9
						20पै	0	56	4
						21पै	0	12	7
						70पै	0	22	1
						73अपै	0	05	4
						73बपै	0	01	2
						73कपै	0	04	2
						74पै	0	23	6
						75पै	0	02	1
						78पै	0	13	2
						158पै	0	02	5

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						161पै	0	34	4
						162पै	0	04	5
						167पै	0	02	3
						191पै	0	34	2
						192पै	0	04	2
						193पै	0	15	1
						194पै	0	04	4
						196पै	0	13	1
						197पै	0	36	1
200	अकौली	पालघर	धाने	6पै			0	13	4
				42पै			0	45	1
				43पै			0	64	9
				44पै			0	66	8
				55पै			0	14	4
				57पै			0	24	1
				58पै			0	00	1
				62पै			0	07	0
				63पै			0	04	6
				64पै			0	19	9
				65पै			0	00	3
				66पै			0	12	2
201	चिंचोरे	पालघर	धाने			38पै	0	55	1
						39पै	0	04	0
						145पै	0	07	8
						151पै	0	15	1
						सूर्या नदी 68पै के पास	0	12	2
						68पै	0	77	2
202	अंबिस्ते	डहानु	धाने			14पै	0	56	8
						27पै	0	01	6
						28पै	0	26	4
						29पै	0	05	7
						30पै	0	24	8
						31पै	0	00	5
						32पै	0	06	0
						33पै	0	08	8
						36पै	0	24	0
						45पै	0	14	4
						46पै	0	09	6
						47पै	0	32	8
						62पै	0	36	0
						64पै	0	05	6
						सूर्या नदी	0	21	3
						67पै	0	08	8
203	दाभोन	डहानु	धाने			34पै	0	20	8
						40पै	0	42	7
						93पै	0	12	5
						94पै	0	23	5
						105पै	0	06	0
						106पै	0	08	5
						107पै	0	09	0

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पट्ट
1	2	3	4	5	6	7	8	9	10
						108पै	0	03	0
						109पै	0	14	0
						121पै	0	45	5
						128पै	0	07	0
						129पै	1	90	5
						181पै	0	17	0
						185पै	0	11	2
						186पै	0	31	8
						211पै	0	32	0
						214पै	0	15	0
						217पै	0	05	0
						218पै	0	16	0
						220पै	0	02	0
						221पै	0	09	0
						223पै	0	00	5
						225पै	0	14	0
						226पै	0	02	0
						275पै	0	26	0
						276पै	0	09	0
						281पै	0	12	0
						282पै	0	03	0
						284पै	0	36	0
						300पै	0	26	0
						304पै	0	21	0
						नंबर रहित स.नं. 220.	0	39	0
						और 218 के बिच			
						130पै	0	71	0
204	रागकोल	डहानु	घाने			1पै	0	10	6
	तर्फ					139पै	0	01	7
	आशिकी					140पै	0	17	8
						143पै	0	48	0
						144पै	0	15	2
						150पै	0	04	6
						151पै	0	05	2
						152पै	0	00	1
						154पै	0	03	3
						157पै	0	1	2
						164पै	0	00	9
						165पै	0	00	8
						166पै	0	14	4
						167पै	0	5	7
						168पै	0	85	6
						169पै	0	12	3
						177पै	0	12	4
						178पै	0	12	5
						179पै	0	24	7
						184/7पै	0	18	0
						184/10पै	0	01	4
						185पै	0	01	7
						186पै	0	09	2

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	पट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
						189 पै	0	10	8
						190 पै	0	14	3
						192 पै	0	10	6
						194 पै	0	04	0
						195 पै	0	05	5
						196 पै	0	09	2
						364 पै	0	33	9
						369/10 पै	0	00	5
						369/11 पै	0	07	5
						369/12 पै	0	06	2
						369/13 पै	0	00	4
						369/14 पै	0	06	7
						369/20 पै	0	02	0
						369/21 पै	0	07	0
						369/22 पै	0	02	0
						369/24 पै	0	07	7
						369/31 पै	0	20	8
						369/35 पै	0	08	0
						369/36 पै	0	06	4
						369/38 पै	0	01	4
						369/40 पै	0	13	4
						369/41 पै	0	00	1
						370 पै	0	00	1
						371 पै	0	49	3
						373 पै	0	24	9
						375 पै	0	01	5
						376/1 पै	0	05	3
						376/3 पै	0	02	5
						376/6 पै	0	07	7
						381 पै	0	04	5
						382 पै	0	07	4
						383 पै	0	13	8
						384/12 पै	0	00	1
						384/15 पै	0	11	6
						384/16 पै	0	00	3
						385/1 पै	0	13	1
						386/1 पै	0	14	6
						386/3 पै	0	04	1
						386/5 पै	0	16	8
						392 पै	0	64	2
						नदी 392 पै	0	10	6
						392 पै	0	01	0
						386/5 पै	0	01	0
						190 पै	0	01	0
205	चौदवडा	रुहानु	धाने	82	2 पै		0	03	8
					9 पै		0	15	1
				84	2 पै		0	02	7
				85	1 पै		0	16	5
					2 पै		0	01	7
				90	पै		0	55	6

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				111	पै		0	06	2
				113	पै		0	09	8
				116	पै		0	39	1
				119	पै		0	27	3
				89	पै		0	37	3
				116	पै		0	04	2
				112	पै		0	23	7
				137	पै		0	06	4
206	नथनाथ	डहानु	थाने	10	1पै		0	01	2
					2पै		0	01	9
					5पै		0	09	2
				11	1पै		0	11	9
					2पै		0	18	2
					4पै		0	12	4
					6पै		0	04	8
				12	पै		0	42	0
				15	1पै		0	07	5
					5पै		0	27	5
					6पै		0	05	2
					7पै		0	22	3
				16	1पै		0	51	2
					5पै		0	04	0
				17	1 से 7पै		0	48	0
				35	1पै		0	01	5
					2(2)पै		0	06	1
					2(3)पै		0	10	2
				37	1पै		0	01	8
				41	1, 2, 3पै		0	15	8
				42	4, 3/अपै		0	04	9
					2पै		0	35	9
					3पै		0	07	3
				49	3पै		0	05	7
					5पै		0	16	4
					6पै		0	11	1
				50	1पै		0	10	6
					2पै		0	25	4
				53	पै		0	10	0
				59	पै		0	40	0
				60	पै		0	38	0
				61	1पै		0	37	1
					3पै		0	29	2
					4पै		0	01	5
				62	पै		0	64	0
				63	पै		0	18	7
				34	पै		1	09	3
				36	पै		0	55	2
				39	पै		0	18	3
					रास्ता स.नं.42पै कोबिच मे		0	04	4
					रास्ता स.नं.19पै लेपिन मे		0	01	0
					रास्ता स.नं.15पै कोबिच मे		0	01	0

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
					कनाल स.नं.16 के बीच में		0	01	0
207	गंजाड	डहानु	धाने	15	पै		0	34	7
				16	1पै		0	39	5
208	सोमनाथ	डहानु	धाने	6	3पै		0	86	3
209	गणेशबाग	डहानु	धाने	22	12पै		0	17	1
				22	13पै		0	10	5
				22	15पै		0	08	6
				23	1,3,4,8पै		0	26	7
				24	1,3,6पै		0	58	5
				25	0पै		0	31	7
				26	1पै		0	12	9
210	आवधानी	डहानु	धाने			42पै	0	17	0
	तर्फ					49पै	0	55	0
	आशरी					50पै	0	05	0
						67पै	0	03	5
						34पै	0	75	0
						गांव का रास्ता स.नं.34 के बीच में	0	01	0
211	धानिवरी	डहानु	धाने	21पै			0	00	5
				22पै			0	02	3
				43पै			0	14	5
				45पै			0	01	0
				64पै			0	51	0
				65पै			0	16	3
				79पै			0	02	0
				81पै			0	93	8
				84पै			0	01	8
				86पै			0	08	8
				87पै			0	17	5
				255पै			1	34	5
				257पै			0	02	0
				258पै			0	10	5
				271पै			0	09	5
				272पै			0	47	3
				274पै			0	16	3
				283पै			0	01	0
					गावठाण स.नं.297 के पास		0	26	5
				85पै			0	80	3
				88पै			0	05	0
				282पै			0	10	0
				297पै			2	31	8
				13पै			0	06	0
212	चिंचाले	डहानु	धाने	2	पै		0	07	5
				3	पै		0	05	0
				4	पै		0	09	0
				20	पै		0	14	0
				23	पै		0	00	5
				25	पै		0	10	0
				28	पै		0	04	5
				29	पै		0	11	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				30	पै		0	06	0
				69	पै		0	29	0
				89	पै		0	00	1
				100	पै		0	29	0
				101	पै		0	87	0
				104	1 से 4 पै		0	61	5
				105	पै		0	73	0
				106	पै		0	06	0
				108	पै		0	00	1
				111	पै		0	19	5
				125	पै		0	42	0
					डब्ल्यू 20		0	04	0
					डब्ल्यू 22		0	05	5
				150	पै		0	58	5
					रास्ता स.नं.101/69 पै		0	01	0
					के बिचमे				
					गांवठण स.नं. 101 के पास		0	22	0
113	आंबोली	डहानु	धाने			117 पै	0	22	7
						119 पै	0	25	6
						120/1 पै	0	60	9
						नाला 120 पै के पास	0	07	7
214	सायन	डहानु	धाने	1	पै		0	11	7
	तर्फ			2	पै		0	00	1
	बहारे			50	पै		0	26	5
				52	1 पै		0	04	2
				54	पै		0	02	9
				56	पै		0	17	8
				61	1/1 पै		0	35	0
					2/1 पै		0	07	8
					2/2 पै		0	06	1
					2/3 पै		0	10	4
					2/5 पै		0	04	2
					2/6 पै		0	09	2
					स.नं.28 और 56 के बिच		0	11	7
215	धुलवाडी	डहानु	धाने	43	1 पै		0	00	5
	तर्फ			46	पै		0	13	6
	बाहुर			48	पै		0	26	0
				49	पै		0	00	3
				50	पै		0	15	0
				51	1 पै		0	33	4
				58	1 पै		0	14	5
					2 पै		0	12	1
					3 पै		0	05	0
				73	पै		0	10	1
				75	पै		0	02	3
				76	पै		0	09	6
				77	पै		0	17	7
				78	पै		0	09	7
				80	2 पै		0	16	1
				84	पै		0	09	9

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							इक्कटर	आर	पॉइंट
1	2	3	4	5	6	7	8	9	10
				85	से		0	18	2
				87	5, 6 ^{से}		0	01	5
				104	से		0	12	8
				110	से		0	29	3
				115	से		0	09	8
				117	से		0	05	3
				118	से		0	00	5
				120	से		0	22	6
				121	से		0	00	1
				124	से		0	47	5
				115 के नजदिक			0	75	5
				स.नं.120 और 85			0	01	0
				के पास, रस्ता					
				स.नं.58 और 76			0	01	0
				के पास, रस्ता					
216	दापचरी	डहानु	धाने	4	से		0	13	4
	तर्फ			7	4 ^{से}		0	05	2
	उपावे			10	2 ^{से}		0	10	5
					3 ^{से}		0	03	7
				12	2 ^{से}		0	20	2
					3 ^{से}		0	05	3
				13	से		0	11	6
				14	से		0	12	0
				362	से		0	15	9
				364	से		0	43	4
				365	से		0	00	1
				372	से		0	11	9
				376	से		0	01	9
				377	से		0	02	2
				380	से		0	14	8
				405	से		0	23	8
				407	से		0	05	6
				408	से		0	14	0
				409	1 ^{से}		0	07	5
					2 ^{से}		0	21	2
					3 ^{से}		0	07	0
				410	से		0	00	2
				412	से		0	24	7
				415	से		0	02	8
				416	1 ^{से}		0	02	5
					2 ^{से}		0	11	5
				417	1 ^{से}		0	00	1
					2 ^{से}		0	09	7
					3 ^{से}		0	04	5
				418	1 ^{से}		0	08	9
				422	से		0	53	4
				423	1 ^{से}		0	08	7
					8 ^{से}		0	01	5
					16 ^{से}		0	08	0
				424	1 ^{से}		0	69	2

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पॉइंट
1	2	3	4	5	6	7	8	9	10
					18 पै		0	05	5
					26 पै		0	01	7
					27 पै		0	00	2
					31 पै		0	04	5
				425	1 पै		0	58	0
					7 पै		0	08	0
					9 पै		0	00	2
					11 पै		0	11	2
				427	पै		0	00	1
				430	पै		0	28	6
				433	पै		0	71	4
				478	पै		0	48	1
				483	पै		0	00	9
				565	पै		0	20	2
				362/372	पै		0	01	0
				425	पै		0	01	0
				425	पै		0	01	0
				422	पै		0	01	0
				415/422	पै		0	01	0
217	बडवली	तलासरी	थाने	38 पै			0	01	4
				39 पै			0	30	6
				40 पै			0	23	1
				41 पै			0	21	5
				45 पै			0	20	3
				48 पै			0	17	1
				50 पै			0	23	3
				51 पै			0	17	0
				110 पै			0	00	1
				111	2 पै		0	27	5
				111	3 पै		0	07	5
				111	4 पै		0	38	0
				112 पै			0	64	8
				120 पै			0	00	4
				121 पै			0	12	2
				123 पै			0	07	9
				124 पै			0	33	9
				125 पै			0	12	4
				126 पै			0	00	3
				128 पै			0	01	0
				129 पै			0	63	1
				132 पै			0	33	5
				161 पै			0	25	4
				178 पै			0	35	1
				179 पै			0	17	0
				181 पै			0	06	7
				185 पै			0	23	4
				105 पै			0	03	9
					नवी स.न. 161 पै के बिच		0	03	9
218	तलासरी	तलासरी	थाने	128	पै		0	01	1
				130	पै		0	11	3

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
				131	ऐ		0	22	9
				140	ऐ		0	09	4
				141	ऐ		0	02	0
				159	ऐ		0	04	9
				160	ऐ		0	01	0
				162	ऐ		0	19	0
				163	ऐ		0	12	2
				166	ऐ		0	01	0
				203	ऐ		0	16	0
				205	ऐ		0	01	0
				208	ऐ		0	17	8
				209	ऐ		0	01	0
				340	ऐ		0	12	5
				341	4ऐ		0	10	4
					5ऐ		0	36	0
					6ऐ		0	04	1
				342	1ऐ		0	01	5
					2ऐ		0	06	0
				347	ऐ		0	12	5
				353	1ऐ		0	12	0
					2ऐ		0	01	5
				354	1ऐ		0	16	6
					2ऐ		0	09	0
				355	1ऐ		0	11	0
					2ऐ		0	08	5
					4ऐ		0	08	3
				356	ऐ		0	02	6
				357	ऐ		0	31	9
				360	ऐ		0	11	9
				362	ऐ		0	00	3
				363	ऐ		0	04	4
				368	1ऐ		0	16	9
					2ऐ		0	00	8
				370	ऐ		0	06	4
				456	ऐ		0	11	7
				458	ऐ		0	23	8
				471	ऐ		0	10	5
				478	ऐ		0	52	2
				483	ऐ		0	13	3
				486	ऐ		0	55	3
				496	ऐ		0	10	2
				497	ऐ		0	47	9
				498	ऐ		0	25	6
				499	ऐ		1	00	0
				501	ऐ		0	92	9
				502	ऐ		1	45	9
				506	ऐ		0	05	6
				528	ऐ		0	02	4
				554	ऐ		0	07	0
				651	ऐ		0	24	0

अ. क्र.	गाँव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	पाईट
1	2	3	4	5	6	7	8	9	10
219	वरवाडे	तलासरी	धाने	458	ऐ	राज्य महामार्ग नं. 19	0	03	9
				496	ऐ	वनविभाग	0	08	6
				496	ऐ		0	44	0
				502		राज्य महामार्ग नं. 8	0	02	0
				523	ऐ	वनविभाग	0	54	3
				651	ऐ	वनविभाग	0	46	7
				658	ऐ	वनविभाग	0	65	8
				523	ऐ	रास्ता	0	01	2
				6	ऐ		0	09	1
				16	ऐ		0	02	7
				19	ऐ		0	11	2
				20	ऐ		0	04	5
				30	ऐ		0	48	9
				31	ऐ		0	31	4
				38	ऐ		0	16	8
				39	ऐ		0	03	7
				49	ऐ		0	07	2
				50	ऐ		0	04	3
				52	ऐ		0	06	3
				54	ऐ		0	14	8
				55	ऐ		0	12	7
				56	ऐ		0	20	1
				58	ऐ		0	13	2
				60	ऐ		0	10	4
				61	ऐ		0	10	4
				98	ऐ		0	03	6
				164	ऐ		0	30	7
				168	ऐ		0	88	7
				172	ऐ		1	39	0
				173	ऐ		0	65	0
				188	ऐ		0	11	7
				200	ऐ		0	01	8
				202	ऐ		0	06	7
				208	ऐ		0	14	2
220	उपलाट	तलासरी	धाने	37	ऐ		0	13	7
				61	ऐ		0	05	7
				67	ऐ		0	05	7
				69	ऐ		0	00	7
				73	ऐ		0	43	6
				82	ऐ		0	06	0
				97	ऐ		0	12	0
				171	ऐ		0	00	8
				233	ऐ		0	00	4
				234	ऐ		0	16	7
				235	ऐ		0	17	0
				236	ऐ		0	01	6
				250	ऐ		0	07	7
				258	ऐ		0	28	2
				261	ऐ		0	46	0
				262	ऐ		0	01	0

अ. क्र.	गांव का नाम	तहसील	जिला	सर्वे नंबर	हिस्सा नंबर	गट नंबर	क्षेत्र		
							हेक्टर	आर	घंटे
1	2	3	4	5	6	7	8	9	10
				263	ऐ		0	13	5
				302	ऐ		0	32	8
				407	ऐ		0	87	0
				456	ऐ		0	28	2
				471/ब	ऐ		0	07	2
				506	ऐ		0	19	0
				डब्लू 36	ऐ		0	08	0
				59	ऐ		0	08	0
				507	88ऐ		0	06	4
					89ऐ		0	01	6
					94ऐ		0	14	4
				507	95ऐ		0	29	6
					96ऐ		0	00	1
					97ऐ		0	00	5
					98ऐ		0	02	4
					108ऐ		0	04	8
					110ऐ		0	21	6
					111ऐ		0	08	0
					112ऐ		0	02	0
					113ऐ		0	09	6
					114ऐ		0	01	0
					118ऐ		0	01	0
					119ऐ		0	29	6
					120ऐ		0	34	4
					121ऐ		0	18	4
					151ऐ		0	21	6
					153ऐ		0	43	2
				516	ऐ		0	04	1
				537	ऐ		0	06	9
				540	ऐ		0	14	8
					नंबर रहित 507/94 के पास		0	06	4
					नंबर रहित 507/120 के पास		0	27	2
				डब्लू 64	ऐ		0	03	0
				507	87ऐ		0	16	0
				507	ऐ		1	98	7
				507	95ऐ	गावठाण	0	26	0
				507	95ऐ	रास्ता	0	01	0

[एल-14014/16/98-जी.पी. खण्ड 3]

सुनील कुमार सिंह, अवर सचिव

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 8th April, 1999

S. O. No. 1129.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport and distribution of natural gas from Liquefied Natural Gas re-gasification facility to be located at Katalwadi, Tehsil Guhagar (near Dabhol) in Ratnagiri district upto the terminal located in Uplat, Tehsil Talasari in Thane district in the State of Maharashtra, a pipeline should be laid by the Metropolis Gas Company Private Limited, a company registered under the Companies Act, 1956 and having its registered office at 56, Maker Chambers VI, Nariman Point, Mumbai – 400021;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of pipeline under the land to the Competent Authority No. III, Apna Nagar, Building No. A-5, Flat No. 03.04, At & Post Shelar, Taluka Bhiwadi, District Thane, Pin Code : 421 302 (Maharashtra).

Schedule

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
143	BHARODI TARF ATAGAON	BHIVANDI	THANE	47	0(P)		0	00	8
				56	1(P)		0	16	1
					3(P)		0	02	-
					4(P)		0	06	4
					5(P)		0	01	3
				70	1 To 6(P)		0	17	3
				72	1/2(1)(P)		0	16	1
					2/2 To 2/9(P)				
				74	1 To 4(P)		0	22	0
					5/1(P)				
					5/2(P)				
					6(P)				
					7(P)				
				75	1 To 7(P)		0	00	2
					8/1(1)(P)				
					8/2(1)(P)				
					8/2(2)P				
				76	1 To 19(P)		0	53	9
				106	1(P)		0	20	3
				107	1 To 5(P)		0	10	2
				116	0(P)		0	06	1
				128	1 To 4(P)		0	18	1
				129	0(P)		0	41	6
				134	1(P)		0	01	1
				135	0(P)		0	11	6
				136	0(P)		0	14	1
				138	0(P)		0	05	4
				139	0(P)		0	14	8
				140	0(P)		0	03	9
				141	0(P)		0	07	8
				48	0(P)		0	28	2
					Stream Between S.No.72 & 107		0	09	0
					Stream Between S.No.106 & 129		0	10	4
					Stream Between S.No.129 & 128		0	08	5
					Stream Between S.No.128 & 135		0	08	0
					Ulhas Creek Between				
					Bharodi & Dativali		0	38	5
144	SURAI	BHIVANDI	THANE	52	2(P)		0	06	7
					4(P)		0	00	6
					6/1(P)		0	02	0
					9(P)		0	01	0
				53	1 To 9(P)		0	23	8
				54	0(P)		0	02	0
				55	0(P)		0	10	9
				63	1(P)		0	07	2
					2(P)		0	08	0
					4(P)		0	22	6
				64	4(P)		0	00	4
				66	5(P)		0	08	3
				67	3(P)		0	06	2
					4(P)		0	02	0
					7(P)		0	07	8
					10(P)		0	06	0
					17(P)		0	12	5
					21(P)		0	10	8
					30(P)		0	09	2

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
					31(P)		0	11	6
					32(P)		0	02	3
				73	1(P)		0	02	0
					2(P)		0	03	0
					6(P)		0	01	0
					8(P)		0	06	0
				62	0(P)		0	27	8
				76	0(P)		0	35	0
145	SARANG	BHIWANDI	THANE	4	0(P)		1	15	5
				18	0(P)		0	00	1
146	VEHALE	BHIVANDI	THANE	71	1 To 48(P)		0	26	9
				74	2(P)		0	01	3
					4(P)		0	07	0
					6(P)		0	13	1
				75	1(P)		0	15	0
				78	1 To 9(P)		0	23	6
				79	1 To 24(P)		0	12	0
				80	0(P)		0	20	0
				81	1 To 8(P)		0	14	6
				84	3(P)		0	03	5
					6(P)		0	02	0
					7(P)		0	02	4
					10(P)		0	06	3
				85	1 To 13(P)		0	30	6
				100	Marshy Land in 100(P)		0	36	4
147	PIMPAL- NER	BHIWANDI	THANE	4	8(P)		0	00	1
					10(P)		0	02	6
				5	2(P)		0	00	4
					3(P)		0	00	3
					4(P)		0	02	8
					5(P)		0	01	5
					6(P)		0	01	5
					7(P)		0	02	1
				6	4(P)		0	02	0
					7(P)		0	00	1
					8(P)		0	02	5
				7	3(P)		0	00	4
					4(P)		0	00	6
					7(P)		0	02	5
					9(P)		0	06	8
				8	1 To 9(P)		0	12	4
				37	1 To 6(P)		0	12	9
				4	9(P)		0	03	0
				6	3(P)		0	05	8
					5(P)		0	02	3
					6		0	00	8
				36	0(P)		0	15	0
					Between S.No 37 & 8		0	05	2
148	PIMPLAS	BHIVANDI	THANE	2(P)			0	01	2
				3(P)			0	07	9
				4(P)			0	12	2
				5(P)			0	06	1
				6(P)			0	00	8
				7(P)			0	20	8
				8(P)			0	06	0
				9(P)			0	01	2

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				12(P)			0	05	2
				13(P)			0	43	6
				14(P)			0	00	6
				18(P)			0	39	6
				19(P)			0	30	8
				24(P)			0	23	8
				25(P)			0	00	2
				159(P)			0	42	2
				166(P)			0	11	3
				167(P)			0	14	5
				170(P)			0	01	5
				171(P)			0	12	3
				173(P)			0	18	0
				176(P)			0	03	0
				179(P)			0	11	6
				180(P)			0	23	6
				181(P)			0	31	6
				182(P)			0	02	8
				186(P)			0	19	8
					Between S.No.8 & 12.		0	01	0
					Cart Track.		0	01	8
					Road In S.No. 24		0	01	0
					Stream Near S.No. 3		0	02	7
149	RAJNOLI	BHIVANDI	THANE	9	1 To 5(P)		0	26	0
				10	4(P)		0	03	2
				11	2(P)		0	00	7
					4(P)		0	01	5
					6(P)		0	10	2
					7		0	01	0
					8(P)		0	04	9
					9(P)		0	00	4
				12	1 To 11(P)		0	34	8
				14	2(P)		0	00	7
					4(P)		0	01	0
					5(P)		0	05	6
					6(P)		0	00	5
				15	0(P)		0	13	1
				16	0(P) & B(P)		0	14	0
				17	1/1(P)		0	03	2
					2(P)		0	00	4
				21	11(P)		0	00	4
				74	(P)		0	56	0
					Stream between 21&74		0	09	2
					Stream between S.No 96&97		0	02	4
				96	0(P)		0	57	6
				97	0(P)		0	05	5
149A	PIMPALGAON	BHIVANDI	THANE	10	2(P)		0	06	5
150	SARAVALI	BHIVANDI	THANE	1	1(P)		0	04	4
					2(P)		0	01	1
					3A(P)		0	04	5
					3B(P)		0	02	0
				2	1 To 16(P)		0	39	6
				3	1 To 10(P)		0	14	5
				13	6C(P)		0	00	6
					7B(P)		0	03	3
					7C(P)		0	04	1

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
					8B(P) + 8C(P)		0	00	8
				13	(P)		0	11	1
				14	1A(P)		0	03	9
					1B(P)		0	02	2
					2A(P)		0	01	1
					2B(P)		0	01	4
					4A(P)		0	15	6
					4B(P)		0	04	6
				15	(P)		0	12	8
				61	(P)		0	19	8
				62	6(P)		0	01	4
					7(P)		0	00	1
				63	(P)		0	00	1
				64	(P)		0	03	9
				65	1(P)		0	12	2
					2(P)		0	13	7
				80	(P)		0	28	8
					Dam Between 2 & 3(P)		0	09	9
					Road in S.No 80(P)		0	01	0
151	SONALE	BHIVANDI	THANE	23	0(P)		0	03	7
				24	2(P)		0	02	1
					3(P)		0	01	0
				25	2(P)		0	02	6
					3(P)		0	00	7
					4(P)		0	00	4
					5(P)		0	07	0
				27	0(P)		0	25	3
				28	2/2(P)		0	00	5
					3(P)		0	00	1
					4(P)		0	30	7
				35	2(P)		0	01	6
					4(P)		0	00	8
					5(P)		0	06	5
				36	1(P)		0	04	8
				37	1/1A(P), 1/2(P), 1/3(P), 1/4(P), 1/5+3/1(P)		0	03	8
				38	1(P), 2(P)		0	06	4
					3(P)		0	01	7
					5(P)		0	09	5
					8A, 8D, 8E		0	02	7
					8B+9/1, 8C+9/2		0	08	8
					9/3(P), 9/4(P), 9/5(P), 9/6(P)		0	02	3
					10/1(P), 10/2(P)		0	02	9
				51	4(P), 5(P), 6(P)		0	10	9
				55	1(P)		0	01	8
					2(P)		0	23	4
				56	1 To 13		0	30	8
				58	1 To 5		0	01	7
				64	1 To 5		0	00	2
				65	1(P)		0	08	0
				67	2(P)		0	14	1
					3(P)		0	08	8
					4(P)		0	03	6
				68	1/1(P), 1/2(P)		0	35	0
				69	0(P)		0	11	8
				70	3(P)		0	14	4

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
					5(P)		0	02	2
				157	1(P)		0	48	0
					2/3(P) , 2/4(P) , 2/5(P) , 2/6(P)		0	50	6
				162	1(P) to 5(P)		0	08	4
				163	2(P)		0	16	8
					3(P)		0	17	6
				164	1(P)		0	05	8
				167	0(P)		0	10	4
				169B	0(P)		0	01	4
				170	0(P)		0	01	5
				217	1(P)		0	12	9
				218	2/1(P)		0	06	8
					2/2(P)		0	05	2
					2/3(P)		0	00	7
					2/4(P)		0	02	3
					2/5(P)		0	04	6
					5(P)		0	06	6
				204	0(P)		0	04	4
				—	Stream between Village Boundry of Sonale & Surai.		0	04	4
					Stream in between S.NO. 38& 218/5		0	03	2
				157	2		0	01	0
151A	YELA-KUNDE	BHIVANDI	THANE	24	0(P)		0	02	5
				27	1&2(P)		0	29	6
				28	0(P)		0	00	3
				29	1(P)		0	42	0
				30	1(P)		0	07	4
				30	2(P)		0	14	4
				36	1 , 4(P)		0	19	6
				37	1 To 3(P)		0	29	6
				41	0(P)		0	00	7
				66A	0(P)		0	63	6
152	VALASHIND	BHIVANDI	THANE	13	1/1(P)		0	69	3
				15	1(P)		0	08	6
					2(P)		0	10	8
					3(P)		0	08	1
				20	1(P)		0	19	2
					2(P)		0	04	0
					3(P)		0	21	2
				24	25(P)		0	07	0
					26(P)		0	00	1
					32(P)		0	00	1
					33(P)		0	08	0
					36(P)		0	07	0
					37(P)		0	04	0
					38(P)		0	04	0
				26	0(P)		0	54	0
				27	1(P)		0	09	0
					9(P)		0	11	0
					10(P)		0	01	2
					11(P)		0	02	0
				38	8(P)		0	02	0
					12(P)		0	04	0
				28	0(P)		0	10	0
				29	1(P)		0	36	0
				30	0(P)		0	49	1

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
152A	LONAD	BHIVANDI	THANE	23	(P)		1	09	0
153	YEVAI	BHIVANDI	THANE	1	(P)		0	03	6
				5	6(P)		0	06	4
					7(P)		0	18	0
					8(P)		0	05	0
				6	(P)		0	04	0
				9	(P)		0	13	8
				10	(P)		0	00	8
				14	(P)		0	24	4
				15	(P)		0	13	8
				16	3(P)		0	04	7
				17	(P)		0	30	6
				24	(P)		0	10	4
				25	1,2(P)		0	15	6
				27	(P)		0	41	4
				28	(P)		0	15	0
				43	(P)		0	17	2
				44	1 to 6(P)		0	11	6
				54	(P)		0	09	6
				66	(P)		0	01	2
				68	2(P)		0	15	9
				69	1(P)		0	02	2
					2(P)		0	07	6
				70	1(P)		0	12	8
					2(P)		0	00	1
					3(P)		0	19	8
				71	(P)		0	03	1
				73	2(P)		0	03	6
				75	(P)		0	11	0
				76	4(P)		0	06	8
					5(P)		0	33	8
				80	(P)		0	00	7
				15	(P)		0	01	6
				16	1(P)		0	02	2
					2(P)		0	00	3
					3(P)		0	05	9
					PipeLine in S.No 66(P)		0	12	6
					PipeLine in S.No 68(P)		0	16	6
154	NIMBAVLI	BHIVANDI	THANE	21	1(P)		0	02	4
					2(P)		0	01	7
					3(P)		0	03	2
					4(P)		0	02	2
					6/1(P)		0	01	3
					6/2(P)		0	01	7
					6/4(P)		0	02	0
					6/5(P)		0	00	5
					7(P)		0	01	0
					9(P)		0	01	2
					10/1/2(P)		0	00	3
					11(P)		0	01	9
					12/1/2(P)		0	06	8
					12/2(P)		0	00	9
					16(P)		0	12	4
				22	0(P)		0	09	6
				29	7(P)+16(P)		0	14	2
					12,13,14,15(P),17(P)		0	14	1

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				36	1 To 4(P)		0	04	6
				37	1(P)		0	06	0
					2(P)		0	03	3
					3(P)		0	01	3
				47	1(P)		0	02	4
					6(P)		0	19	2
				53	0(P)		0	08	4
				54	1(P)		0	17	9
					2(P)		0	01	7
				55	1 To 5(P)		0	13	5
				57	5(P)		0	08	0
				60	5(P)		0	01	0
					6(P)		0	00	9
					8/1(P)		0	12	0
					9 To 11(P)		0	19	0
				61	(P)		0	10	5
				68A	6(P)		0	00	4
					7(P)		0	05	2
					12(P)		0	13	0
					13(P)		0	05	8
				79	0(P)		0	09	8
				85	1(P)		0	10	2
				85	2(P)		0	18	8
				80	0(P)		0	16	8
					NH No.3 between S.No. 68A & 61		0	02	8
155	KASHIVLI	BHIVANDI	THANE	15	0(P)		0	05	0
				16	1(P)		0	19	6
					3(P)		0	01	4
				17	1(P)		0	08	6
					3(P)		0	05	6
					4(P)		0	04	2
					8(P)		0	01	0
				22	5(P)		0	02	0
				23	1(P)		0	03	6
					2(P)		0	00	3
					5(P)		0	35	8
					11(P)		0	00	3
					12(P)		0	02	4
					17(P)		0	07	1
					18(P)		0	04	8
					22(P)		0	02	4
				31			0	05	2
				34	1/1 & 1/2 & 1/3(P)		0	10	8
				36	1(P)		0	08	0
					2(P)		0	10	4
					3(P)		0	00	2
					7(P)		0	06	0
				37	3A(P)		0	08	4
					4(P)		0	06	6
				36	6		0	05	2
				23	13		0	02	8
				39	(P)		0	03	2
					River Near S.No.17		0	06	0

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area					
							Hect	Ares	Pt.			
1	2	3	4	5	6	7	8	9	10			
156	KAVAD-KHURD	BHIVANDI	THANE	50	2(P)		0	12	1			
					3(P)		0	03	7			
					4(P)		0	02	4			
				51	3(P)		0	06	5			
					4(P)		0	03	0			
					5(P)		0	10	5			
				56	1(P)		0	09	5			
					2(P)		0	09	0			
				57	1P & 2(P)		0	25	7			
				65	4(P)		0	11	6			
				66	1,2,3,4/(P)		0	12	5			
				83	3(P)		0	02	5			
					4(P)		0	03	0			
					5(P)		0	00	2			
				179	1 & 2(P) & 3(P)		0	05	5			
				207	3(P)		0	08	0			
					4(P)		0	06	2			
					7(P)		0	06	5			
				213	6(P)		0	19	7			
					11(P)		0	00	5			
					12(P)(1)		0	06	2			
				214	12(P)2(P)		0	09	7			
					1B(P)		0	10	5			
					1C(P)		0	11	2			
					3(P)		0	06	0			
					5(P)		0	03	2			
				222	2(P)		0	15	2			
					4(P)		0	04	3			
				223	2(P)		0	13	0			
					Unnumbered Land Near S.No. 233						0	17
				58	(P)		0	05	5			
				233	2(P)		0	67	8			
					River near S.No. 233						0	10
157	ANGAON	BHIVANDI	THANE	10	1 To 11(P)		0	05	9			
				11	0(P)		0	13	8			
				13	1 & 4(P)		0	05	1			
				14	0(P)		0	20	4			
				24	1/1(P)		0	01	9			
				26	1(P)		0	07	8			
					2(P)		0	12	8			
					3(P)		0	21	2			
				27	1(P)		0	04	5			
					4(P)		0	01	7			
					5(P)		0	00	2			
				28	0(P)		0	00	2			
				29	0(P)		0	12	8			
				30	1 To 4(P)		0	32	4			
				39	0(P)		0	04	3			
				41	0(P)		0	11	6			
				42	0(P)		0	01	2			
				43	7(P)		0	06	9			
					13(P)		0	07	0			
					14(P)		0	02	9			
					19A(P) & 19B(P)		0	06	9			
					1/2(P)		0	17	9			
				48	2(P)		0	06	0			

Sr. No.	Name of the Village	Taluk	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Area	Pt.
1	2	3	4	5	6	7	8	9	10
					6(P)		0	05	8
					8(P)		0	06	2
					9(P)		0	00	2
					11(P)		0	01	1
				49	1(P)		0	19	8
					2(P)		0	08	7
					4(P)		0	01	0
				50	2(P)		0	00	2
				52	0(P)		0	07	6
				53	0(P)		0	15	6
				54	1(P)		0	07	6
					2(P)		0	04	7
				81	0(P)		0	01	2
				82	0(P)		0	19	3
				83	0(P)		0	09	8
				90	0(P)		0	40	8
				91	0(P)		0	17	6
				93	0(P)		0	16	0
				97	0(P)		0	27	2
					Road in S No 43/14(P)		0	01	1
158	SUPEGAON	BHIVANDI	THANE	21	(P)		0	42	7
				103	1(P)		0	01	2
					3A(P), 3B(P), 3C(P), 3D(P)		0	34	4
					4(P), 5(P), 6(P), 7/1 To 7/5(P)		0	03	6
				104	0(P)		0	01	5
				106	0(P)		0	10	2
				107	3(P)		0	00	6
				108	1(P)		0	03	2
					2(P)		0	09	6
					3(P)		0	02	6
					4(P)		0	06	6
				116	2(P)		0	10	2
					3(P)		0	04	0
				120	P + Plot Nos. 2, 3, 5, 6, 8+13, 9, 10, 11+13, 14 & 17(P)		0	32	6
				122	0(P)		0	04	6
				127	1(P)		0	12	0
					3(P)		0	04	4
					5(P)		0	04	0
					6(P)		0	06	2
					7(P)		0	07	6
				Road	Between Survey No. 107 & 108.		0	03	2
159	PILANZE	BHIVANDI	THANE	29/P			0	05	0
	BUDRUK			31/P			0	29	0
				118/P			0	07	0
160	NANDI-	BHIVANDI	THANE	1	1(P)		0	24	4
	THANE			13	5(P)		0	03	1
					6(P)		0	04	5
				16	1(P)		0	18	5
					2(P)		0	14	4
				17	7(P)		0	00	4
					8(P)		0	01	0
				18	1(P)		0	00	4
					2(P)		0	07	3
				21	(P)		0	15	5
				22	(P)		0	18	8

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				24P	(P)		0	01	6
				26	(P)		0	04	6
				27	(P)		0	21	4
				28	(P)		0	12	4
				33P	(P)		0	23	2
				34	(P)		0	31	6
				84	1(P)		0	32	2
				90	1, 3, 4, 5(P), 6, 7, 8.(P)		0	10	0
				91	1(P)		0	01	0
				110	(P)		0	12	0
				112	1(P)		0	24	2
					2(P)		0	03	0
				113	1(P)		0	24	0
				117	1, 2/1(P), 2/2(P), 2/3(P), 3.		0	39	9
				118	1(P)		0	01	0
				119	(P)		0	10	4
				128	1, 2, 3(P), 4, 5, 6, 7, 8.		0	49	5
				130	1, 2(P)		0	10	0
				148	1, 2, 3(P), 4, 5(P)		0	38	0
				153	1, 2, 3, 4, 5, 6, 7(P)		0	01	0
					Choramblu River Near S.No. 84		0	08	0
					Gaonthan Between S. No. 1 & 130.		0	23	2
				138	(P)		0	10	0
161	MALBIDI	BHIVANDI	THANE	1	2(P)		0	00	3
				2	2(P)		0	23	8
				17	1(P)		0	01	4
				19	(P)		0	31	8
				20	(P)		0	07	4
				22	4(P)		0	05	3
					5(P)		0	05	3
					6(P)		0	01	0
					7(P)		0	05	5
				24	1/1(P)&1/2(P)		0	14	6
					2(P)		0	01	0
					3(P)		0	02	4
				25	3(P)		0	08	7
				26	(P)		0	26	6
				88	1(P)		0	05	6
					2(P)		0	01	0
					3(P)		0	12	6
					4(P)		0	06	3
				89	2(P)		0	11	2
				90	1(P)		0	10	7
					2/1(P)&2/2(P)		0	01	0
					3(P)		0	04	4
				91	1(P)		0	18	3
					2(P)		0	02	3
				92	1(P)		0	25	4
					2(P)		0	00	2
				93	2(P)		0	24	0
				96	2(P)		0	00	8
					3(P)		0	03	4
					4(P)		0	01	2
				111	(P)		0	09	6
				131	4(P)		0	05	6
					5(P)		0	05	6

Sr. No.	Name of the Village	Taluk	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Area	Pt.
1	2	3	4	5	6	7	8	9	10
					6(P)		0	09	6
				134	2(P)		0	00	6
					3(P)		0	12	8
				4	(P)		0	01	6
					Road in between S.No 2 & 24		0	01	0
					Stream In Between S No 34		0	01	0
162	VAVLI	BHIVANDI	THANE	13	5(P)		0	03	7
				15	2(P)		0	13	8
					3(P)		0	04	8
					6(P)		0	06	4
				17	(P)		0	04	9
				21	3(P)		0	04	7
					6(P)		0	04	4
					7(P)		0	00	6
					9(P)		0	05	9
					15(P)		0	05	2
					22(P)		0	02	3
				23	4(P)		0	03	5
					7(P)		0	02	5
					8(P)		0	04	6
				31	(P)		0	31	6
				35	(P)		0	17	8
				6	(P)		0	32	3
				43	(P)		0	19	6
					Unnumbered land between S.No. 21 and Hissa No 15 & 22		0	03	8
163	MOHILI	BHIVANDI	THANE	37	1(P)		0	07	9
				38	1(P)		0	10	2
164	DUGAD	BHIVANDI	THANE						
				52	1(P), 1/3+2A		0	32	3
				53	1(P)		0	02	0
					2(P)		0	13	3
				55A	0(P), 36(P), 38(P)		0	34	0
					39(P)				
				55B	0(P)		0	00	5
				56	1(P)		0	06	5
					3(P)		0	17	0
					4(P)		0	05	3
					5(P)		0	03	5
					Road in between S.No 55A/4A & 52		0	01	2
165	ASNOLI	BHIVANDI	THANE	46	1(P)		0	04	2
					3(P)		0	24	6
				47	1(P)		0	04	7
					2(P)		0	17	2
					3(P)		0	10	2
				48	(P)		0	18	9
				52	(P)		0	34	7
				53	(P)		0	02	0
				54	(P)		0	11	2
				55	1(P)		0	25	8
					5(P)		0	07	0
				19	(P)		0	57	7
				44	(P)		0	16	5

Sr. No.	Name of the Village	Taluk	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
166	VARET	BHIVANDI	THANE	2	1/1(P) & 1/2(P) & 1/3(P)		0	02	8
				2	2/1(P) & 2/2(P) & 2/3(P) & 2/4(P) & 2/5(P)		0	17	2
				2	3/1(P) & 3/2(P)		0	17	8
				2	9/1(P) & 9/2(P) & 9/3(P) & 9/4(P) & 9/5(P)		0	03	5
				2	10(P)		0	00	5
				2	11(P)		0	00	2
				3	(P)		0	09	6
				7	2(P)		0	06	2
				7	3(P)		0	06	8
				7	4/1(P) & 4/2(P)		0	07	2
				10	1/1(P) & 1/2(P)		0	15	8
				46	3A/(P) & 3B/(P)		0	01	6
				46	4(P)		0	13	0
				46	5A/(P) & 5B+5E/(P) & 5C/(P) & 5D/(P) & 5F/(P)		0	07	3
				47	1(P)		0	00	2
				47	2(P)		0	06	3
				47	4A/(P) & 4B/(P) & 4C/(P)		0	13	2
				47	6(P)		0	00	3
				50	1/1(P) & 1/2(P)		0	14	8
				50	2C/(P)		0	15	2
				74	1(P)		0	07	6
				74	2(P)		0	15	2
				75	1/1(P) & 1/2(P) & 1/3(P) & 2/1(P) & 2/2(P)		0	03	6
				6	0(P)		0	18	4
				77	0(P)		0	02	8
					River near S.No 75		0	07	6
					Gaothan Near S No 50		0	15	7
167	ZIDAKE	BHIVANDI	THANE	26	(P)		0	16	1
				27	(P)		0	10	2
				28	1,2,3,4,5,6,7,8,9,10,11,12(P) & 13,14,15,16 (P)		0	12	2
				29	1,1(P),2,3,4,5,6A(P),6B(P) & 6B(P),6C(P)		0	00	7
				30	1,2,3,4,5,6,7,8/1,8/2,8/3 & 8/3/2,8/3/3,8/3/4,9,10(P) & 10(P),11(P)		0	36	8
				37	1A,1A(P),1A(P),1/3/2(P),1B & 2(P),2(P),3(P)		0	16	3
				38	1,2,3(P)		0	16	8
				49	(P)		0	13	3
				68	(P)		0	15	0
				89	(P)		0	12	6
				90	(P)		0	06	6
				97C	(P)		0	02	4
				96A	(P)		0	14	6
				97A	(P)		0	34	1
168	AMBADI TARF DUDHAD	BHIVANDI	THANE	42(P)			0	24	6
				50(P)			0	30	0
				51(P)			0	17	4
				53(P)			0	06	3
				55(P)			0	27	7
				97(P)			0	33	3

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				98(P)			0	08	7
				99(P)			0	24	0
				100(P)			0	24	0
				102(P)			0	04	8
				110(P)			0	09	6
				126(P)			0	07	1
				135(P)			0	04	8
				147(P)			0	47	5
				109A			0	03	2
				141A(P)			0	40	4
				State Highway 40			0	05	9
				River near S.No 147			0	17	6
169	DAKIVALI	WADA	THANE			253(P)	0	21	8
						256(P)	0	01	7
						267(P)	0	10	5
						268(P)	0	15	3
						289(P)	0	12	6
						290(P)	0	03	9
						291(P)	0	14	3
						292(P)	0	00	5
						293(P)	0	18	5
						302A(P)	0	00	3
						302B(P)	0	08	1
						303(P)	0	25	4
						Tansa River			
						Near Gat No 303(P)	0	10	6
						303(P)	0	01	0
170	GHONSAI	WADA	THANE			72(P)	0	04	3
						80(P)	0	03	3
						85/A(P)	0	06	5
						87/A(P)	0	10	3
						87/B(P)	0	12	4
						90(P)	0	19	4
						91(P)	0	02	7
						93(P)	0	00	2
						94(P)	0	07	1
						95(P)	0	00	1
						96(P)	0	16	5
						107(P)	0	07	8
						108(P)	0	00	8
						113(P)	0	11	2
						114/A(P)	0	05	3
						114/B(P)	0	06	4
						114C(P)	0	04	9
						114D(P)	0	06	8
						116(P)	0	07	1
						117(P)	0	04	2
						125(P)	0	00	1
						129(P)	0	00	4
						184/A(P)	0	22	5
						184/C(P)	0	00	4
						187(P)	0	13	0
						188(P)	0	01	4
						189(P)	0	07	9
						191(P)	0	06	6
						192(P)	0	03	8

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
						193(P)	0	02	1
						194(P)	0	02	5
						213(P)	0	00	2
						214(P)	0	18	1
						215(P)	0	10	0
						216(P)	0	14	5
						217(P)	0	04	2
						218(P)	0	10	4
						220(P)	0	01	0
						270(P)	0	00	4
						271(P)	0	08	5
						272/B(P)	0	03	2
						273(P)	0	02	5
						281A(P)	0	06	5
						282(P)	0	00	3
						212(P)	0	02	5
						84(P)	0	03	3
						280(P)	0	00	3
171	MUSARNE	WADA	THANE			66(P)	0	10	2
						71(P)	0	30	2
						138(P)	0	00	9
						139(P)	0	18	0
						150(P)	0	00	3
						151(P)	0	14	1
						152(P)	0	12	4
						153(P)	0	06	6
						157(P)	0	05	5
						158(P)	0	09	1
						159(P)	0	00	3
						161(P)	0	10	8
						162(P)	0	09	1
						163(P)	0	01	1
						184/A(P)	0	20	0
						186(P)	0	28	2
						187(P)	0	00	9
						192(P)	0	12	7
						193(P)	0	07	0
						194(P)	0	00	4
						254(P)	0	06	7
						255(P)	0	07	2
						256(P)	0	13	2
						257(P)	0	00	1
						322(P)	0	11	7
						325(P)	0	06	1
						326(P)	0	07	7
						329(P)	0	05	1
						330(P)	0	05	3
						367/B(P)	0	03	0
						368(P)	0	22	0
						385(P)	0	17	9
						390(P)	0	07	5
						391(P)	0	08	1
						392(P)	0	07	3
						404(P)	0	07	6
						406(P)	0	11	8
						411(P)	0	01	1

Sr. No.	Name of the Village	Taluk	District	Survey Number	Mise Number	Get Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
171	MUSARNE	WADA	THANE			412(P)	0	01	4
						413(P)	0	01	3
						416(P)	0	10	3
						417(P)	0	10	3
						418(P)	0	09	8
						461(P)	0	02	7
						466(P)	0	29	3
						470/B(P)	0	01	9
						487/A(P)	0	03	7
						487/B(P)	0	02	2
						488(P)	0	07	5
						492/A(P)	0	00	1
						492/B(P)	0	14	6
						492/C(P)	0	10	2
						493(P)	0	00	4
						494(P)	0	03	1
						500(P)	0	12	4
						501(P)	0	05	0
						502(P)	0	05	9
						506/A(P)	0	02	7
						506/B(P)	0	10	0
						Stream in Between G. No 367B & 461	0	06	5
						Stream in Between G. No 506/A(P)&465	0	09	8
						454(P)	0	03	0
						465(P)	0	15	3
172	VIJAYGAD	WADA	THANE	2	1(P)		0	01	5
				3	5(P)		0	05	5
					6(P)		0	01	2
					7(P)		0	06	5
				16	1(P)		0	06	5
				17	1A & 1B(P)		0	22	7
				18	(P)		0	37	0
				19	1B(P)		0	09	7
					2(P)		0	06	2
					3(P)		0	06	7
					5(P)		0	08	0
				32	2(P)+3(P)		0	12	5
					5(P)		0	04	2
					8(P)		0	02	5
				34	2(P)		0	15	2
					5(P)		0	23	0
					6(P)		0	08	5
172A	DONGASTE	WADA	THANE	1	7(P)		0	02	7
					1(P)		0	02	2
					Road in Between S. No. 19&32		0	01	9
					2(P)		0	03	5
					3(P)		0	05	2
					4(P)		0	01	9
					5(P)		0	07	7
					6A(P)		0	00	7
					7(P)		0	06	2
					8(P)		0	03	0
					10(P)		0	06	2

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
					13(P)		0	04	7
					14(P)		0	08	7
				17	1(P)		0	15	2
					4(P)		0	04	2
					5(P)		0	03	7
					10(P)		0	03	6
				20	2/A & 2/C(P)		0	12	2
					3/A(P)		0	00	6
					4/A(P)		0	08	7
					5(P)		0	07	5
					6(P)		0	11	2
				33	9(P)		0	09	7
				34	1C+2+4(P)		0	12	4
					10(P)		0	06	5
					12(P)		0	05	0
					15(P)		0	00	2
					16(P)		0	06	5
				35	1A+2(P)		0	00	2
				37(1 To 5)	1(P)		0	17	2
					2(P)		0	07	7
					3,4,5,6(P)		0	14	0
				39	1A+2(PO)		0	13	2
					3A(P)		0	12	2
					4(P)		0	00	7
				40	3(P)		0	04	5
					4A&4B(P)		0	05	2
				42	3(P)		0	02	7
					Road Between S. No. 1&42		0	01	7
					Road in S.No 17		0	02	0
					Road Between S. No. 34&35		0	00	5
173	BILAWALI	WADA	THANE			201(P)	0	00	8
						216(P)	0	10	6
						217(P)	0	08	4
						219(P)	0	28	6
						222(P)	0	09	7
						226(P)	0	13	7
						227(P)	0	07	6
						228(P)	0	00	1
						244(P)	0	12	8
174	BUDHAVALI FARF PAULWARE	WADA	THANE			38(P)	0	03	6
						43(P)	0	31	4
						49(P)	0	23	1
						50(P)	0	09	8
						51(P)	0	03	7
						58(P)	0	11	1
						59(P)	0	08	2
						62(P)	0	07	8
						63(P)	0	03	6
						64(P)	0	37	7
						77(P)	0	12	4
						88(P)	0	03	2
						89(P)	0	00	1
						90(P)	0	05	3
						91(P)	0	18	1
						96(P)	0	01	6
						97(P)	0	10	4

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
						98(P)	0	04	6
						113(P)	0	02	1
						114(P)	0	07	4
						115(P)	0	17	4
						126(P)	0	00	1
						127(P)	0	14	0
						128(P)	0	18	1
						129(P)	0	09	9
						130(P)	0	07	3
						132(P)	0	07	8
						133(P)	0	01	6
						135(P)	0	02	3
						142(P)	0	12	8
						143(P)	0	03	5
						146(P)	0	03	0
						147/1(P)	0	07	9
						158(P)	0	01	3
						160(P)	0	10	6
						162(P)	0	05	9
						175(P)	0	03	3
						176 A&B(P)	0	06	0
						177(P)	0	00	3
						178(P)	0	04	4
						179(P)	0	12	6
						180(P)	0	00	8
						181(P)	0	03	8
						182(P)	0	00	8
174	RUDILAVALI TARF PULWARE	WADA	THANE			184(P)	0	04	3
						185(P)	0	00	7
						186(P)	0	01	2
						187(P)	0	04	6
						190(P)	0	01	4
						191(P)	0	03	8
						192(P)	0	03	0
						193(P)	0	06	9
						195(P)	0	01	4
						196(P)	0	07	3
						197(P)	0	00	1
						199(P)	0	11	5
175	DEVGHAR	WADA	THANE			36(P)	0	10	6
						163(P)	0	29	8
						216(P)	0	13	8
						218(P)	0	08	5
						222(P)	0	03	8
						223(P)	0	19	5
						224(P)	0	12	2
						226(P)	0	13	8
						228(P)	0	13	2
						229(P)	0	26	8
						241(P)	0	06	7
						242(P)	0	15	2
						251(P)	0	06	7
						253(P)	0	29	7
						260(P)	0	03	2
						261(P)	0	09	2
						262(P)	0	18	8

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Ghana Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
						268(P)	0	06	8
						269(P)	0	02	7
						270(P)	0	14	2
						325(P)	0	50	3
						329(P)	0	09	5
						330(P)	0	19	2
						331(P)	0	28	8
						Stream Near Gat No. 324(P)	0	01	8
176	BILOSHI	WADA	THANE			214(P)	0	06	0
						215(P)	0	10	4
						216(P)	0	10	8
						217(P)	0	31	0
						Stream Near G. No. 213	0	20	0
						Stream Near G. No. 227	0	00	1
177	GAURAPUR	WADA	THANE			198(P)	0	01	9
						199(P)	0	24	1
						202(P)	0	29	2
						204(P)	0	14	5
						205(P)	0	00	2
						212(P)	0	21	6
						213(P)	0	04	2
						214(P)	0	23	1
						215(P)	0	01	0
						216(P)	0	05	0
						217(P)	0	15	8
						219(P)	0	91	6
						220(P)	0	17	5
						228(P)	0	00	8
						229(P)	0	01	3
						230(P)	0	08	8
						292(P)	1	00	7
						293(P)	0	66	3
						295(P)	0	17	3
						Stream Near G. No. 293	0	15	7
						Stream Near G. No. 198	0	08	5
178	AMBISTE BUDRUK	WADA	THANE			216(P)	0	28	3
						222(P)	0	11	8
						223(P)	0	18	8
						225(P)	0	04	0
						348(P)	0	01	0
						349(P)	0	39	8
						350(P)	0	38	1
						355(P)	0	12	3
						356(P)	0	03	3
						357(P)	0	02	0
						358(P)	0	12	3
						359(P)	0	02	1
						365(P)	0	07	7
						366(P)	0	21	5
						367(P)	0	21	5
						368(P)	0	11	3
						371(P)	0	14	1
						372(P)	0	02	0

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
179	PALSAL	WADA	THANE			312(P)	0	09	3
						315(P)	0	10	3
						317(P)	0	10	4
						320(P)	0	14	8
						322(P)	0	23	4
						323(P)	0	10	9
						324(P)	0	10	9
						326(P)	0	15	8
						329(P)	0	16	3
						330(P)	0	10	8
						344(P)	0	05	6
						107(P)	0	10	0
						108(P)	0	24	1
						114(P)	0	56	3
						115(P)	0	33	2
						119(P)	0	13	8
						120/A(P)	0	02	0
180	BORANADE	WADA	THANE			120/B(P)	0	04	4
						120/C(P)	0	15	9
						121/A(P)	0	02	8
						121/C(P)	0	20	8
						144(P)	0	07	1
						145(P)	0	19	8
						146(P)	0	20	7
						147(P)	0	06	3
						148(P)	0	11	1
						150(P)	0	00	7
						167(P)	0	14	6
						168(P)	0	07	7
						169(P)	0	30	6
						170(P)	0	24	3
						171(P)	0	11	4
						175(P)	0	04	2
						179(P)	0	21	5
						180(P)	0	20	8
						184(P)	0	16	7
						186(P)	0	02	4
						185(P)	0	36	6
							0	18	5
							0	07	8
							0	01	8
							0	24	6
							0	00	8
							0	07	2
							0	06	0
							0	02	2
							0	00	2
							0	02	1
							0	30	5
							0	13	2
							0	29	6
							0	02	2
							0	14	2
							0	06	7
							0	07	7
							0	22	8
181	KHARIVALI	WADA	THANE	202	4/1P		0	18	5
							0	07	8
							0	01	8
							0	24	6
							0	00	8
							0	07	2
							0	06	0
							0	02	2
							0	00	2
							0	02	1
							0	30	5
							0	13	2
							0	29	6
230							0	02	2
							0	14	2
							0	06	7
							0	07	7
							0	22	8
							0	22	8
							0	22	8
233							0	22	8
							0	22	8
							0	22	8
							0	22	8

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				234	1(P)		0	15	5
					2(P)		0	02	5
					4(P)		0	12	5
				236	(P)		0	25	8
				237	2(P)		0	08	5
					3(P)		0	06	4
				238	(P)		0	02	3
					Road Near S.No.220		0	02	7
					River Near S. No.217		0	31	5
182	GORHE	WADA	THANE			218(P)	0	00	6
						219(P)	0	00	3
						220(P)	0	20	0
						222(P)	0	11	2
						229(P)	0	49	2
						230(P)	0	01	4
						231(P)	0	01	0
						232(P)	0	32	2
						248(P)	0	17	3
						250(P)	0	03	6
						251(P)	0	14	3
						252(P)	0	14	3
						254(P)	0	25	0
						264(P)	0	44	7
183	SANGE TARF KHOJ	WADA	THANE			22/A(P)	0	01	3
						22/B(P)	0	28	0
						23(P)	0	06	3
						25(P)	0	01	2
						26(P)	0	19	6
						28(P)	0	22	4
						29(P)	0	30	8
						92(P)	0	30	9
						94(P)	0	09	0
						95(P)	0	15	6
						96(P)	0	05	7
						97(P)	0	10	2
						98(P)	0	05	7
						99(P)	0	42	2
						101(P)	0	00	8
						102(P)	0	00	9
						103(P)	0	02	3
						104(P)	0	37	2
						107(P)	0	04	7
						108(P)	0	37	0
						108(P)	0	02	3
						109(P)	0	13	7
						111(P)	0	07	1
						112(P)	0	04	3
						115(P)	0	25	4
						Nala Near G.No.92(P)	0	05	6
						Road Near G.No.108(P)	0	02	7
184	NANE	WADA	THANE			99(P)	0	45	0
						100(P)	0	07	0
						101(P)	0	11	0
						102(P)	0	22	0
						104(P)	0	01	0
						114(P)	0	16	0

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
						115(P)	0	28	0
						116(P)	0	19	0
						117(P)	0	30	0
						118(P)	0	12	0
						119(P)	0	19	0
						180(P)	0	05	0
						182(P)	0	43	0
						198(P)	0	25	0
						204(P)	0	18	0
						214(P)	0	16	0
						215(P)	0	08	0
						217(P)	0	14	0
						218(P)	0	09	0
						219(P)	0	11	0
						270(P)	0	29	0
						277(P)	0	14	0
						278(P)	0	10	0
						284(P)	0	05	0
						285(P)	0	11	0
						297(P)	0	03	0
						298(P)	0	13	0
						316(P)	0	11	0
						317(P)	0	02	0
						318(P)	0	14	0
						329(P)	0	18	0
						335(P)	0	08	0
						336(P)	0	08	0
						337(P)	0	10	0
						338(P)	0	03	0
						339(P)	0	13	0
						340(P)	0	02	0
						341(P)	0	63	0
						348(P)	0	11	0
						349(P)	0	18	0
						350(P)	0	04	0
						351(P)	0	16	0
185	GALTARE	WADA	THANE			10(P)	0	40	7
						13(P)	0	77	2
						15(P)	0	00	4
						17(P)	0	09	2
						19(P)	0	13	7
						20(P)	0	00	3
						21(P)	0	08	5
						23(P)	0	11	5
						24(P)	0	06	0
						25(P)	0	01	2
						27(P)	0	07	7
						28(P)	0	16	9
						30(P)	0	09	1
						38(P)	0	20	7
						40(P)	0	21	9
						41(P)	0	02	6
						43(P)	0	11	3
						52(P)	0	02	4
						54(P)	0	00	7
						55(P)	0	03	8

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
						58(P)	0	06	3
						69(P)	0	05	2
						71(P)	0	00	2
						72(P)	0	09	0
						80(P)	0	07	9
						81(P)	0	16	3
						82(P)	0	15	8
						85(P)	0	17	2
						209(P)	0	07	3
						210(P)	0	00	1
						213(P)	0	03	2
						215(P)	0	08	4
						216(P)	0	41	5
						221(P)	0	17	3
						222(P)	0	12	1
						223(P)	0	06	2
						224(P)	0	26	6
						291(P)	0	47	8
						293(P)	0	06	5
						294(P)	0	45	0
						295(P)	0	17	8
						298(P)	0	12	3
						299(P)	0	26	5
185	GALTARE	WADA	THANE			300(P)	0	01	0
						301(P)	0	26	5
						304(P)	0	08	4
						308(P)	0	07	8
						316(P)	0	04	5
						Stream in Between Gat No.13(P)& 10(P)	0	02	8
						Stream Near G.No.58(P)	0	12	5
186	GUHIR	WADA	THANE	2	0(P)		0	23	3
				5	(P)		0	34	8
				6	1/1 & 2(P)		0	32	3
				19	1(P)		0	59	0
				20	1/2,1/3(P)		0	00	3
				21	2(P)]		0	01	5
				23	0(P)		0	00	5
				24	2(P)		0	27	5
					2(P)4(1),4(2)(P)		0	03	5
					5(P)		0	02	0
				25	0(P)		0	30	0
				26	1(P)		0	13	3
				32	1(P)		0	01	0
					2(1)(P)		0	01	8
				35	2(P)		0	34	3
				36	1(P)		0	00	8
				37	2(P)		0	08	8
				38	1/2,2(P)		0	15	5
				41	6(P)		0	08	5
					7(P)		0	00	3
					8(P)		0	02	0
					9(P)		0	15	0
				64	0(P)		0	15	8

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
187	KARANJPADA	WADA	THANE			32(P)	0	11	2
						33(P)	0	72	2
						43(P)	0	67	5
						44(P)	0	00	1
						47(P)	0	25	5
						53(P)	0	01	0
						54(P)	0	50	7
						55(P)	0	03	0
						48(P)	0	47	6
						59(P)	0	32	2
						River	0	19	6
						3(P)	0	15	0
						39(P)	0	11	3
						40(P)	0	00	6
						46(P)	0	14	8
						47(P)	0	10	9
						48(P)	0	15	5
						49(P)	0	18	1
						50(P)	0	16	7
						51(P)	0	16	1
						65(P)	0	09	6
						85(P)	0	07	1
						102(P)	0	08	3
						103(P)	0	11	8
						105(P)	0	25	3
						107(P)	0	04	8
						108(P)	0	41	6
						115(P)	0	00	8
						117(P)	0	14	8
						130(P)	0	08	3
						133(P)	0	00	1
						103(P)	0	03	4
						Gaothan in between G. No. 46(P) & 65(P)	0	12	5
189	SAVARKHAND TARF MANOR	PALGHAR	THANE			1(P)	0	00	4
						172(P)	0	01	7
						174(P)	0	02	7
						175(P)	0	03	1
						176(P)	0	00	1
						177(P)	0	13	1
						178(P)	0	08	4
						231(P)	0	25	8
						246(P)	2	02	2
190	TAKWAHAL	PALGHAR	THANE			1(P)	0	11	8
						9(P)	0	20	9
						10(P)	0	09	1
						14(P)	0	68	3
						14(P)	0	24	1
						15(P)	0	01	6
						43(P)	0	31	9
				N.H 8 Road		10(P)	0	05	0
				Road Between		14(P)	0	07	8
						9 & 42(P)	0	02	0
						42(P)	0	30	5

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
191	NANDGAON TARF MANOR	PALGHAR	THANE			1(P)	0	03	8
						2(P)	0	14	8
						3(P)	0	24	0
						5(P)	0	29	6
						10(P)	0	34	6
						11(P)	0	09	2
						24(P)	0	40	2
						81(P)	0	07	2
						82(P)	0	02	1
						83(P)	0	00	2
						84(P)	0	29	2
						86(P)	0	15	9
						94(P)	0	08	4
						97(P)	0	25	3
						102(P)	0	02	4
						103(P)	0	31	0
						104(P)	0	00	3
						107(P)	0	07	5
						108(P)	0	21	2
						109(P)	0	03	6
						111(P)	0	07	5
						136(P)	0	20	1
						142(P)	0	02	9
						143(P)	0	11	8
						144(P)	0	12	1
						153(P)	0	04	6
						154(P)	0	04	0
						155(P)	0	04	2
						158(P)	0	00	2
						160(P)	0	16	7
						161(P)	0	03	2
						165(P)	0	13	0
						166(P)	0	26	6
						109(P)	0	02	0
						81(P)	0	08	3
						165(P)	0	01	0
192	AVADHANI	PALGHAR	THANE	31	(P)		0	56	0
				35	(P)		0	05	0
				38	(P)		0	07	7
				39	(P)		0	13	2
				41	(P)		0	06	7
				42	(P)		0	28	5
				43(W)	(P)		0	10	0
				44(W)	(P)		0	06	0
				84	5(P)		0	42	8
				88	3(P)		0	08	0
					4(P)		0	01	0
					5(P)		0	22	0
					6(P)		0	35	0
					7(P)		0	02	0
					8(P)		0	10	0
				90	A(P)		0	06	0
				90	A(P)		0	48	0
				90	A(P)		0	24	0
					Hath Nadi Near S No 90A		0	11	3

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
193	KONDAN TARE MANOR	PALGHAR	THANE			100(P) 92(P) 17/W(P) 71(P) 71(P)	0 0 0 1 0 0	32 59 02 84 69 04	0 0 0 0 0 0
194	DAMKHAND TARE MANOR	PALGHAR	THANE	37	(P)		0	28	0
195	VELGAON	PALGHAR	THANE	1 4 6 9 10 11 38 42 43 44 45 46 49	(P) 1(P) 2(P) 3(P) 5(P) 6(P) (P) 1(P) 2(P) 4(P) 5(P) 1(P) 2(P) 1(P) 2(P) (P) 2(P) 4(P) (P) (P)		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	12 13 09 12 07 28 24 16 65 01 02 80 13 69 00 09 65 06 15 58 25	2 2 4 4 2 4 4 0 0 2 4 0 5 6 6 6 8 4 0 0 6 0 6
					Canal in S.No.42/1(P) PWD road in S.No.10/2(P)		0 0	04 02	0 0
196	CHARL-KHURD	PALGHAR	THANE			1(P) 2(P) 11(P) 48(P) 49(P) 51(P) 52(P) 54(P) 56(P) 63(P) 84(P) 85(P) 86(P) 104(P) 6(P)	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	41 04 17 38 11 03 03 07 00 34 07 00 11 18 19	3 7 2 8 9 4 2 4 1 7 2 4 3 6 6
					Stream Between 63 & 84		0	04	7
197	LALONDA	PALGHAR	THANE			107(P) 108(P) 111(P) 112(P) 114(P) 118(P) 140(P) 203(P) 206(P)	0 0 0 0 0 0 0 0 0	14 09 09 01 51 34 58 12 01	5 0 0 0 0 5 0 5 0

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Area	Pl.
1	2	3	4	5	6	7	8	9	10
						207(P)	0	01	0
						209(P)	0	05	0
						211(P)	0	09	5
						212(P)	0	11	5
						102(P)	0	09	0
						140(P)	0	01	0
197A	NAGJHARI	PALGHAR	THANE			39(P)	0	08	1
	TARF					40(P)	0	18	0
	ARORI					57(P)	0	06	0
						56(P)	0	64	0
198	KIRAT	PALGHAR	THANE			10(P)	0	22	5
						29(P)	0	27	0
						30(P)	0	93	0
						293(P)	0	01	0
						304(P)	0	12	7
						305(P)	0	31	0
						313(P)	0	03	9
						314(P)	0	04	6
						317(P)	0	04	3
						318(P)	0	01	0
						319(P)	0	12	0
						321(P)	0	19	1
						339(P)	0	04	5
						340(P)	0	05	0
						341(P)	0	02	0
						343(P)	0	03	5
						344(P)	0	00	5
						350(P)	0	20	7
						351(P)	0	00	8
						356(P)	0	12	0
						357(P)	0	09	0
						358(P)	0	16	0
						363(P)	0	16	5
						369(P)	0	53	5
						371(P)	0	08	0
						377(P)	0	17	0
						391(P)	0	66	0
						370(P)	0	10	0
						Old S. No. 68(P)	0	22	0
						Stream near old S. No 68(P)	0	04	5
						Surya Canal in G. No 369(P)	0	01	0
						Surya Canal in G. No 305(P)	0	01	0
199	BORSHETI	PALGHAR	THANE			3(P)	0	02	8
						5A(P)	0	00	3
						18(P)	0	85	9
						20(P)	0	56	4
						21(P)	0	12	7
						70(P)	0	22	1
						73A(P)	0	05	4
						73B(P)	0	01	2
						73C(P)	0	04	2
						74(P)	0	23	6
						75(P)	0	02	1
						78(P)	0	13	2
						158(P)	0	02	5
						161(P)	0	34	4

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Area	Pt.
1	2	3	4	5	6	7	8	9	10
						162(P)	0	04	5
						167(P)	0	02	3
						191(P)	0	34	2
						192(P)	0	04	2
						193(P)	0	15	1
						194(P)	0	04	4
						196(P)	0	13	1
						197(P)	0	36	1
200	AKOLI	PALGHAR	THANE	6(P)			0	13	4
				42(P)			0	45	1
				43(P)			0	64	9
				44(P)			0	66	8
				55(P)			0	14	4
				57(P)			0	24	1
				58(P)			0	00	1
				62(P)			0	07	0
				63(P)			0	04	6
				64(P)			0	19	9
				65(P)			0	00	3
				66(P)			0	12	2
201	CHINCHORE	PALGHAR	THANE			38(P)	0	55	1
						39(P)	0	04	0
						145(P)	0	07	8
						151(P)	0	15	1
						Surya River			
						Near Gat No.68(P)	0	12	2
						68(P)	0	77	2
202	AMBISTE	DAHANU	THANE			14(P)	0	56	8
						27(P)	0	01	6
						28(P)	0	26	4
						29(P)	0	05	7
						30(P)	0	24	8
						31(P)	0	00	5
						32(P)	0	06	0
						33(P)	0	08	8
						36(P)	0	24	0
						45(P)	0	14	4
						46(P)	0	09	6
						47(P)	0	32	8
						62(P)	0	36	0
						64(P)	0	05	6
						Surya River	0	21	3
						67(P)	0	08	8
203	DABHON	DAHANU	THANE			34(P)	0	20	8
						40(P)	0	42	7
						93(P)	0	12	5
						94(P)	0	23	5
						105(P)	0	06	0
						106(P)	0	08	5
						107(P)	0	09	0
						108(P)	0	03	0
						109(P)	0	14	0
						121(P)	0	45	5
						128(P)	0	07	0
						129(P)	1	90	5
						181(P)	0	17	0

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
						185(P)	0	11	2
						186(P)	0	31	8
						211(P)	0	32	0
						214(P)	0	15	0
						217(P)	0	05	0
						218(P)	0	16	0
						220(P)	0	02	0
						221(P)	0	09	0
						223(P)	0	00	5
						225(P)	0	14	0
						226(P)	0	02	0
						275(P)	0	26	0
						276(P)	0	09	0
						281(P)	0	12	0
						282(P)	0	03	0
						284(P)	0	36	0
						300(P)	0	26	0
						304(P)	0	21	0
						In between G.No. 220 & 218	0	39	0
						130(P)	0	71	0
204	RANKOL TARF ASHIRI	DAHANU	THANE			1(P)	0	10	6
						139(P)	0	01	7
						140(P)	0	17	8
						143(P)	0	48	0
						144(P)	0	15	2
						150(P)	0	04	6
						151(P)	0	05	2
						152(P)	0	00	1
						154(P)	0	03	3
						157(P)	0	01	2
						164(P)	0	00	9
						165(P)	0	00	8
						166(P)	0	14	4
						167(P)	0	05	7
						168(P)	0	85	6
						169(P)	0	12	3
						177(P)	0	12	4
						178(P)	0	12	5
						179(P)	0	24	7
						184/7(P)	0	18	0
						184/10(P)	0	01	4
						185(P)	0	01	7
						186(P)	0	09	2
						189(P)	0	10	8
						190(P)	0	14	3
						192(P)	0	10	6
						194(P)	0	04	0
						195(P)	0	05	5
						196(P)	0	09	2
						364(P)	0	33	9
						369/10(P)	0	00	5
						369/11(P)	0	07	5
						369/12(P)	0	06	2
						369/13(P)	0	00	4
						369/14(P)	0	06	7

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
						369/20(P)	0	02	0
						369/21(P)	0	07	0
						369/22(P)	0	02	0
						369/24(P)	0	07	7
						369/31(P)	0	20	8
						369/35(P)	0	08	0
						369/36(P)	0	06	4
						369/38(P)	0	01	4
						369/40(P)	0	13	4
						369/41(P)	0	00	1
						370(P)	0	00	1
						371(P)	0	49	3
						373(P)	0	24	9
						375(P)	0	01	5
						376/1(P)	0	05	3
						376/3(P)	0	02	5
						376/6(P)	0	07	7
						381(P)	0	04	5
						382(P)	0	07	4
						383(P)	0	13	8
						384/12(P)	0	00	1
						384/15(P)	0	11	6
						384/16(P)	0	00	1
						385/1(P)	0	13	1
						386/1(P)	0	14	6
						386/3(P)	0	04	1
						386/5(P)	0	16	8
						392(P)	0	64	2
						River near G No. 392(P)	0	10	6
						Road near G.No. 392(P)	0	01	0
						386/5(P)	0	01	0
						190(P)	0	01	0
205	CHANDWAD	DAHANU	THANE	82	2(P)		0	03	8
					9(P)		0	15	1
				84	2(P)		0	02	7
				85	1(P)		0	16	5
					2(P)		0	01	7
				90	(P)		0	55	6
				111	(P)		0	06	2
				113	(P)		0	09	8
				116	(P)		0	39	1
				119	(P)		0	27	3
				89	(P)		0	37	3
				116	(P)		0	04	2
				112	(P)		0	23	7
				137	(P)		0	06	4
206	NAVNATH	DAHANU	THANE	10	1(P)		0	01	2
					2(P)		0	01	9
					5(P)		0	09	2
				11	1(P)		0	11	9
					2(P)		0	18	2
					4(P)		0	12	4
					6(P)		0	04	8
				12	(P)		0	42	0
				15	1(P)		0	07	5
					5(P)		0	27	5

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
					6(P)		0	05	2
					7(P)		0	22	3
				16	1(P)		0	51	2
					5(P)		0	04	0
				17	1 To 7(P)		0	48	0
				35	1(P)		0	01	5
					2/2(P)		0	06	1
					2/3(P)		0	10	2
				37	1(P)		0	01	8
				41	1,2,3(P)		0	15	8
				42	4,3/A(P)		0	04	9
					2(P)		0	35	9
					3(P)		0	07	3
				49	3(P)		0	05	7
					5(P)		0	16	4
					6(P)		0	11	1
				50	1(P)		0	10	6
					2(P)		0	25	4
				58	(P)		0	10	0
				59	(P)		0	40	0
				60	(P)		0	38	0
				61	1(P)		0	37	1
					3(P)		0	29	2
					4(P)		0	01	5
				62	(P)		0	64	0
				63	(P)		0	18	7
				34	(P)		1	09	3
				36	(P)		0	55	2
				39	(P)		0	18	3
					Road in S.No 42(P)		0	04	4
					Road in S.No 49(P)		0	01	0
					Road in S.No 15(P)		0	01	0
					Canal in S.No 16(P)		0	01	0
207	GANJAD	DAHANU	THANE	15	(P)		0	34	7
				16	1(P)		0	39	5
208	SOMNATH	DAHANU	THANE	6	3(P)		0	86	3
209	GANESH-BAGH	DAHANU	THANE	22	12(P)		0	17	1
					13(P)		0	10	5
					15(P)		0	08	6
				23	1,3,4,8(P)		0	26	7
				24	1(P),1(P),3,6(P)		0	58	5
				25	0(P)		0	31	7
				26	1(P)		0	12	9
210	AVADHANI	DAHANU	THANE			42(P)	0	17	0
						49(P)	0	55	0
						50(P)	0	05	0
						67(P)	0	03	5
						34(P)	0	75	0
						Village Road in G.No 34(P)	0	01	0
211	DHANIVARI	DAHANU	THANE	21(P)			0	00	5
				22(P)			0	02	3
				43(P)			0	14	5
				45(P)			0	01	0
				64(P)			0	51	0
				65(P)			0	16	3

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				79(P)			0	02	0
				81(P)			0	93	8
				84(P)			0	01	8
				86(P)			0	08	8
				87(P)			0	17	5
				255(P)			1	34	5
				257(P)			0	02	0
				258(P)			0	10	5
				271(P)			0	09	5
				272(P)			0	47	3
				274(P)			0	16	3
				283(P)			0	01	0
				Gaonthan near S.No.297			0	26	5
				85(P)			0	80	3
				88(P)			0	05	0
				282(P)			0	10	0
				297(P)			2	31	8
				13(P)			0	06	0
212	CHINCHALE	DAHANU	THANE	2	(P)		0	07	5
				3	(P)		0	05	0
				4	(P)		0	09	0
				20	(P)		0	14	0
				23	(P)		0	00	5
				25	(P)		0	10	0
				28	(P)		0	04	5
				29	(P)		0	11	0
				30	(P)		0	06	0
				69	(P)		0	29	0
				89	(P)		0	00	1
				100	(P)		0	29	0
				101	(P)		0	87	0
				104	1 To 4(P)		0	61	5
				105	(P)		0	73	0
				106	(P)		0	06	0
				108	(P)		0	00	1
				111	(P)		0	19	5
				125	(P)		0	42	0
					W-20		0	04	0
					W-22		0	05	5
				150	(P)		0	58	5
				Road in S.No 101/69(P)			0	01	0
				Gaonthan near S.No. 101(P)			0	22	0
213	AMBOLI	DAHANU	THANE			117(P)	0	22	7
						119(P)	0	25	6
						120/1(P)	0	60	9
						Nala Near G No. 120(P)	0	07	7
214	SASVAND TARF BAHARE	DAHANU	THANE	1	(P)		0	11	7
				2	(P)		0	00	1
				50	(P)		0	26	5
				52	1(P)		0	04	2
				54	(P)		0	02	9
				56	(P)		0	17	8
				61	1/1(P)		0	35	0
					2/1(P)		0	07	8
					2/2(P)		0	06	1
					2/3(P)		0	10	4

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
					2/5(P)		0	04	2
					2/6(P)		0	09	2
					Land Between .				
					S. No 28&56(P)		0	11	7
215	DHUNDAL -	DAHANU	THANE	43	1(P)		0	00	5
	WADI			46	(P)		0	13	6
	TARF			48	(P)		0	26	0
	BAHUR			49	(P)		0	00	3
				50	(P)		0	15	0
				51	1(P)		0	33	4
				58	1(P)		0	14	5
					2(P)		0	12	1
					3(P)		0	05	0
				73	(P)		0	10	1
				75	(P)		0	02	3
				76	(P)		0	09	6
				77	(P)		0	17	7
				78	(P)		0	09	7
				80	2(P)		0	16	1
				84	(P)		0	09	9
				85	(P)		0	18	2
				87	5 & 6(P)		0	01	5
				104	(P)		0	12	8
				110	(P)		0	29	3
				115	(P)		0	09	8
				117	(P)		0	05	3
				118	(P)		0	00	5
				120	(P)		0	22	6
				121	(P)		0	00	1
				124	(P)		0	47	5
					Land Near S. No.115		0	75	5
					Road Near S. No.120 & 85		0	01	0
					Rond Near S. No.58 & 76		0	01	0
216	DAPCHARI	DAHANU	THANE	4	(P)		0	13	4
	TARF			7	4(P)		0	05	2
	UPAVE			10	2(P)		0	10	5
					3(P)		0	03	7
				12	2(P)		0	20	2
					3(P)		0	05	3
				13	(P)		0	11	6
				14	(P)		0	12	0
				362	(P)		0	15	9
				364	(P)		0	43	4
				365	(P)		0	00	1
				372	(P)		0	11	9
				376	(P)		0	01	9
				377	(P)		0	02	2
				380	(P)		0	14	8
				405	(P)		0	23	8
				407	(P)		0	05	6
				408	(P)		0	14	0
				409	1(P)		0	07	5
					2(P)		0	21	2
					3(P)		0	07	0

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				410	(P)		0	00	2
				412	(P)		0	24	7
				415	(P)		0	02	8
				416	1(P)		0	02	5
					2(P)		0	11	5
				417	1(P)		0	00	1
					2(P)		0	09	7
					3(P)		0	04	5
				418	1(P)		0	08	9
				422	(P)		0	53	4
				423	1(P)		0	08	7
					8(P)		0	01	5
					16(P)		0	08	0
				424	1(P)		0	69	2
					18(P)		0	05	5
					26(P)		0	01	7
					27(P)		0	00	2
					31(P)		0	04	5
				425	1(P)		0	58	0
					7(P)		0	08	0
					9(P)		0	00	2
					11(P)		0	11	2
				427	(P)		0	00	1
				430	(P)		0	28	6
				433	(P)		0	71	4
				478	(P)		0	48	1
				483	(P)		0	00	9
				565	(P)		0	20	2
				362/372	(P)		0	01	0
				425	(P)		0	01	0
				425	(P)		0	01	0
				422	(P)		0	01	0
				422/415	(P)		0	01	0
217	VADAVALI	TALASARI	THANE	38	(P)		0	01	4
				39	(P)		0	30	6
				40	(P)		0	23	1
				41	(P)		0	21	5
				45	(P)		0	20	3
				48	(P)		0	17	1
				50	(P)		0	23	3
				51	(P)		0	17	0
				110	(P)		0	00	1
				111	2(P)		0	27	5
				111	3(P)		0	07	5
				111	4(P)		0	38	0
				112	(P)		0	64	8
				120	(P)		0	00	4
				121	(P)		0	12	2
				123	(P)		0	07	9
				124	(P)		0	33	9
				125	(P)		0	12	4
				126	(P)		0	00	3
				128	(P)		0	01	0
				129	(P)		0	63	1

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Acre	Pt.
1	2	3	4	5	6	7	8	9	10
				132	(P)		0	33	5
				161	(P)		0	25	4
				178	(P)		0	35	1
				179	(P)		0	17	0
				181	(P)		0	06	7
				185	(P)		0	23	4
				105	(P)		0	03	9
					River Near S No 161(P)		0	03	9
218	TALASARI	TALASARI	THANE	128	(P)		0	01	1
				130	(P)		0	11	3
				131	(P)		0	22	9
				140	(P)		0	09	4
				141	(P)		0	02	0
				159	(P)		0	04	9
				160	(P)		0	01	0
				162	(P)		0	19	0
				163	(P)		0	12	2
				166	(P)		0	01	0
				203	(P)		0	16	0
				205	(P)		0	01	0
				208	(P)		0	17	8
				209	(P)		0	01	0
				340	(P)		0	12	5
				341	4(P)		0	10	4
					5(P)		0	36	0
					6(P)		0	04	1
				342	1(P)		0	01	5
					2(P)		0	06	0
				347	(P)		0	12	5
				353	1(P)		0	12	0
					2(P)		0	01	5
				354	1(P)		0	16	6
					2(P)		0	09	0
				355	1(P)		0	11	0
					2(P)		0	08	5
					4(P)		0	08	3
				356	(P)		0	02	6
				357	(P)		0	31	9
				360	(P)		0	11	9
				362	(P)		0	00	3
				363	(P)		0	04	4
				368	1(P)		0	16	9
					2(P)		0	00	8
				370	(P)		0	06	4
				456	(P)		0	11	7
				458	(P)		0	23	8
				471	(P)		0	10	5
				478	(P)		0	52	2
				483	(P)		0	13	3
				486	(P)		0	55	3
				496	(P)		0	10	2
				497	(P)		0	47	9
				498	(P)		0	25	6
				499	(P)		1	00	0

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Area	Pt.
1	2	3	4	5	6	7	8	9	10
				501	(P)		0	92	9
				502	(P)		1	45	9
				506	(P)		0	05	6
				528	(P)		0	02	4
				554	(P)		0	07	0
				651	(P)		0	24	0
		S.H.19		458	(P)		0	03	9
		Forest in S.No.		496	(P)		0	08	6
		Road in S No		496	(P)		0	44	0
		N.H-8		502	(P)		0	02	0
		Forest in S.No.		523	(P)		0	54	3
		Forest in S.No.		651	(P)		0	46	7
		Forest in S.No.		658	(P)		0	65	8
		Metalled Road in S.No		523	(P)		0	01	2
219	VARWADE	TALASARI	THANE	6	(P)		0	09	1
				16	(P)		0	02	7
				19	(P)		0	11	2
				20	(P)		0	04	5
				30	(P)		0	48	9
				31	(P)		0	31	4
				38	(P)		0	16	8
				39	(P)		0	03	7
				49	(P)		0	07	2
				50	(P)		0	04	3
				52	(P)		0	06	3
				54	(P)		0	14	8
				55	(P)		0	12	7
				56	(P)		0	20	1
				58	(P)		0	13	2
				60	(P)		0	10	4
				61	(P)		0	10	4
				98	(P)		0	03	6
				164	(P)		0	30	7
				168	(P)		0	88	7
				172	(P)		1	39	0
				173	(P)		0	65	0
				188	(P)		0	11	7
				200	(P)		0	01	8
				202	(P)		0	06	7
				208	(P)		0	14	2
220	UPLAT	TALASARI	THANE	37	(P)		0	13	7
				61	(P)		0	05	7
				67	(P)		0	05	7
				69	(P)		0	00	7
				73	(P)		0	43	6
				82	(P)		0	06	0
				97	(P)		0	12	0
				171	(P)		0	00	8
				233	(P)		0	00	4
				234	(P)		0	16	7
				235	(P)		0	17	0
				236	(P)		0	01	6
				250	(P)		0	07	7
				258	(P)		0	28	2

Sr. No.	Name of the Village	Tahsil	District	Survey Number	Hissa Number	Gat Number	Area		
							Hect	Ares	Pt.
1	2	3	4	5	6	7	8	9	10
				261	(P)		0	46	0
				262	(P)		0	01	0
				263	(P)		0	13	5
				302	(P)		0	32	8
				407	(P)		0	87	0
				456	(P)		0	28	2
				471/B	(P)		0	07	2
				506	(P)		0	19	0
				36	(P)		0	08	0
				59	(P)		0	08	0
				507	88(P)		0	06	4
					89(P)		0	01	6
					94(P)		0	14	4
					95(P)		0	29	6
					96(P)		0	00	1
					97(P)		0	00	5
					98(P)		0	02	4
					108(P)		0	04	8
					110(P)		0	21	6
					111(P)		0	08	0
					112(P)		0	02	0
					113(P)		0	09	6
					114(P)		0	01	0
					118(P)		0	01	0
					119(P)		0	29	6
					120(P)		0	34	4
					121(P)		0	18	4
					151(P)		0	21	6
					153(P)		0	43	2
				516	(P)		0	04	1
				537	(P)		0	06	9
				540	(P)		0	14	8
					Unnumbered S. No. near 507/94(P)		0	06	4
					Unnumbered S. No. near 507/120(P)		0	27	2
				64	(P)		0	03	0
				507	87(P)		0	16	0
				507	(P)		1	98	7
					Gaonthan near 507/95 (P)		0	26	0
					Road in 507/95(P)		0	01	0

(No. L-14014/16/98-GP-Vol.III)

S. K. SINGH, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 26 मार्च, 1999

का. घा. 1130:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-3-99 को प्राप्त हुआ था।

[सं. एल-12012/432/91-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 26th March, 1999

S.O. 1130.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 24-3-99.

[No. L-12012/432/91-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. ID 41/92

President, Indian National Bank employees Federation 316 Sarojani Colony, Yamuna Nagar. ... Petitioner

Versus

Deputy General Manager, Canara Bank, Sector-34, Chandigarh-160034 ... Respondent

APPEARANCE :

For the workman—Workman in person.

For the management : Shri Ashok Jagga.

AWARD

The Central Govt. vide Gazette notification No. L-12012/432/91-I.R. (B-2) dated 10th April, 1992 has referred the following dispute to this Tribunal for adjudication :

Whether the action of the management of Canara Bank in not granting/sanctioning the housing loan to Sh. S.C. Dutta is just, fair & legal ? If not, what relief is the workman entitled to ?

2. The case taken up today at the request of the parties. Workman appeared and made a statement that he does not want to pursue with the present reference as there is some possibility of settlement. In view of the above recorded statement of the workman the present reference is returned to the Ministry as not pursued.

Chandigarh,
date : 4-1-1999.

B. L. JATAV, Presiding Officer

1090 GI/99—13.

नई दिल्ली, 26 मार्च, 1999

का. घा. 1131:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-3-99 को प्राप्त हुआ था।

[सं. एल-12012/321/91-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1131.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 24-3-99.

[No. L-12012/321/91-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 25/92

B. N. Soran,
Through President,
Central Bank of India Employees Union,
129, Lal Kurti, Ambala Cantt-133001.

Versus

Regional Manager,
Central Bank of India,
106, Railway Metro Building,
Ambala Cantt-133001.

APPEARANCE :

For the workman : Sh. Mangat Sharma.

For the management : Sh. Yogesh Jain.

AWARD

Passed on 15th January, 1999

The Central Govt. Ministry of Labour vide Gazette notification No. L-12012/321/91-I.R. (B.2) dated 26th March 1992 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Central Bank of India in depriving Sh. B. N. Soran, Peon at their Mahesh Nagar, Ambala Cantt, from posting/designating as Daftri or the post sub-staff attracting Spl. Allowance w.e.f. 1-4-88 is just, fair and legal ? If not, to what relief the workman concerned is entitled and from what date ?”

2. Today the case was fixed for filling of affidavit by the workman. The rep. of the workman filed and application and made a statement that workman does not want to pursue with the present reference. The same may be returned to the Ministry as not pressed. In view of the statement made by the rep. of the workman, the present reference is returned to the Ministry as not pressed. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का. आ. 1132.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-3-99 को प्राप्त हुआ था।

[सं. एन-12011/30/94-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1132.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 24-3-99.

[No. L-12011/30/94-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 140/94

Workmen/Union,
C/o General Secretary,
P.N.B. Employees Association,
47/9, Bangla Mohalla, Mandi-175001.

Versus

Regional Manager,
Punjab National Bank,
Dharamshala-176215.

APPEARANCE :

For the workmen : None.

For the management : Sh. Pavani Sharma,

AWARD

Passed on 9th February, 1999

The Central Govt., Ministry of Labour vide notification No. L-12011/30/94-I.R.B.2 dated 21st October 1994 has referred the following dispute to this Tribunal for adjudication :

"Whether the demand of the PNB Emp. Assn., Mandi on the management of PNB for payment of Hill & fuel allowance @8 per cent to the workmen posted in Darini Branch and @6 per cent to the workmen posted in the branches at Chamb, Patlandher Jungle Beri Mitharal and Kanwal is legal and justified ? If so, what relief are the workmen concerned entitled to and from which date ?"

2. None is appearing on behalf of the workman despite notices several times. It appears that workman is not interested to pursue with the present reference. The present reference is returned for want of prosecution. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का. आ. 1133.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-3-99 को प्राप्त हुआ था।

[सं. एन-12012/13/94-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1133.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 24-3-99.

[No. L-12011/13/94-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. ID 72/94

Trilok Dher,
C/o Secretary,
Central Bank of India Employees,
Union, 811, Phase II, Urban Estate,
Focal Point, Ludhiana-141010.

Petitioner

Versus

Regional Manager,
Central Bank of India,
Regional Office-I, Queen Road,
Civil Lines, Amritsar.

... Respondent

management of Punjab National Bank and their workman, which was received by the Central Government on 24-3-99.

[No. L-12012/38/93-IR(B-II)]

C. GANGADHARAN, Desk Officer

REPRESENTATIVES :

For the workman : None.

For the management : Sh. S. L. Batta.

AWARD

(Given on 16th February, 1999)

The Central Govt. Ministry of Labour vide Notification No. L-12012/13/94-IR.B-2 dated 26th July, 1994 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Bank of India, Amritsar in imposing the penalty of stoppage of four increments on Shri Trilok Dher, clerk is justified ? If not, what relief is the said workman entitled to ?"

2. The present case was fixed for filing of claim statement. Despite notices, none appeared on behalf of the workman. Nor any claim statement has been filed for the last five years. It appears that workman is not interested to pursue with the present reference. In view of the above situation, since no claim statement has been filed and none put up appearances on behalf of the workman, the present reference is answered against the workman. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का. आ. 1134.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-3-99 को प्राप्त हुआ था।

[सं. एन-12012/38/93-आई.आर.(बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1134.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER, CENTRAL GOVERNMENT,
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH.

Case No. I.D. 89/93

Workmen,

C/o Deputy General Secretary,
P.N.B. Employees Association,
47/9, Bangla Mohalla, Mandi-175001.

Versus

Regional Manager,
Punjab National Bank,
Mandi-175001.

APPEARANCE :

For the workmen : None.

For the management : Sh. D. R. Gulati.

AWARD

Passed on 9th February 1999

The Central Government Ministry of Labour vide notification No. L-12012/38/93-I.R.B.II, dated 30th July, 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the workman, in the circumstances of the case, is entitled to difference in his basic pay as Daffry and the starting basic pay of clerical scale, as officiating allowance in terms of Para 911(b) of Bi-partite Settlement dated 9-11-66 and Para 111(f) Bi-partite Settlement dated 8-11-73? If not, to what rate is he entitled to for officiating against a higher post ?"

None has put up appearances on behalf of the workman despite notice. The rep. of the workman informed the tribunal that the matter under reference has been settled. It appears that due to this reason the workman is not coming forward to pursue with the present reference. In view of the above, the reference is returned to the Ministry as settled. A no dispute award is returned. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. घा. 1135.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धन के सबदे नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार सरकार को 26-3-99 को प्राप्त हुआ था।

[मं. एल-12012/44/93-आई.आर. (बी) -II]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S.O. 1135.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 26-3-99.

[No. L-12012/44/93-IR(B-II)]

C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Presiding Officer.—Shri D. N. DIXIT.

Case No. CGIT/LC/R/167/93

Punjab National Bank Employees Association,
MP, Indore. First Party.

Versus

Management of Punjab National Bank Khandwa
and Regional Office, Indore. Second
Party.

AWARD

Delivered on this 9th day of March, 1999

1. The Ministry of Labour, Government of India vide its order No. L-12012/44/93-IR (B.II), dated 26-8-93 has referred the following dispute for adjudication by this tribunal :—

“Whether the claim of Punjab National Bank employees Association that Shri Lakhanlal Lad, part time employee is entitled to half scale wages for working at the Punjab National Bank, Khandwa Branch is justified? What relief, if any, is Shri Lakhanlal Lad entitled to?”

2. The case of the workman Shri Lakhanlal is that he was working as part time employee in the Khandwa branch of Punjab National Bank since 1985.

He was working per day for 2 1/2 hours to 3 hours. He was paid a monthly remuneration of Rs. 60. The workman wants half scale wages with annual increments for this work.

3. According to management, the workman was never engaged as a part time subordinate. He was engaged to perform seeking casual work like filling of water and for this work, he was paid Rs. 60 per month. This wage was settled between workman and the Bank. The workman never worked continuously and whenever he was employed, he worked only for an hour. The management does not want to pay him half scale wages with proportionate increment.

4. The management has examined Shri Gopal Das and was manager of the Khandwa Branch from 8-8-88 to 6-8-90. He has stated in cross examination that the workman has worked at Khandwa Branch from 1985 to 1-9-93. His job was to bring water from outside and store it in the pots in the Bank. The Bank at Khandwa is in the first floor of the building. In para-13 of his cross-examination this witness has stated that for 8 continuous years, the workman has done the job for the Bank. In para-14, he has stated that the workman used to work 10 to 12 hours a week.

5. The LEO(C) Indore has visited the branch of the Bank at Khandwa and sent a report on 23-8-91. This report has been filed by the management at the request of the workman. In this report, the LEO(C) Indore has found that workman was doing the work per day for 2 hours and 15 minutes.

6. Thus from the statement of Shri Gopal Das and the report of LEO(C) Indore dated 23-8-91. It is established that the workman worked in the Khandwa Branch from 1985 to 1-9-93. He has daily worked for 2 hours and 15 minutes. It is admitted fact that for this work, the workman has been paid Rs. 60 per month.

7. Annexure A is copy of the bi-partite settlement dated 19-6-86 between various unions and the management. It shows that where a part time workman works more than 13 hours in a week he is entitled to half of the scale wages with proportionate annual increments. Thus, according to this settlement, the workman is entitled to half scale wages with proportionate annual increments from 1985 to 1-9-1993.

8. The award is passed in favour of the workman. Workman is entitled to receive from 1-1-1985 to 1-9-93 half of the scale wages for the subordinate staff with proportionate annual increments. This amount be paid to workman within 3 months from the date of publication of the award. If this is not done in 3 months time, the workman shall be entitled to interest at the rate of Rs. 12% per annum. Management to pay Rs. 2000 as cost to workman.

9. Copies of award be sent to Ministry of Labour.

D. N. DIXIT, Presiding Officer.

नई दिल्ली, 31 मार्च, 1999

का. आ. 1136.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कारपोरेशन बैंक के प्रबन्धतंत्र के संबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण-II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एल-12012/51/98-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S.O. 1136.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 30-3-99.

[No. L-12012/51/98-IR(B-II)]

C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT :

Shri S. B. Panse.—Presiding Officer.

Reference No. CGIT-2/14 of 1999

Employers in relation to the management of Corporation Bank.

AND

Their Workmen.

APPEARANCES :

For the Employer.—Mr. T. P. K. Patro, Representative.

For the Workmen.—Mr. B. S. Mulge, Representative.

Mumbai, dated 1st March, 1999.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/51/98/IR(B-II), dated 31-12-1998 had referred to the following Industrial Dispute for adjudication :

"Whether the action of the management of Corporation Bank in terminating the services of Shri H. R. Parmar is legal and justified? If not, to what relief the said workman is entitled?"

2. On 18th February, 1999 the Tribunal received a letter (Exhibit-4) dated 30-1-99 by which the union informed the Tribunal that the workman concerned in the above dispute is no more interested in the dispute since he is engaged in permanent service else where. Therefore, it may be treated that the dispute is closed/withdrawn. The management today had endorsed it stating that they have no objection to dispose off the matter. Today the workman nor the representative are present. In view of the letter dtd. 30-1-99 (Ex-4) I pass the following order :

ORDER

The reference is disposed off for want of prosecution.

S. B. PANSE, Presiding Officer.

नई दिल्ली, 31 मार्च, 1999

का. आ. 1137.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल बैंक आफ इंडिया के प्रबन्धतंत्र के संबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एल-12012/144/97-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S.O. 1137.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 30-3-1999.

[No. L-12012/144/97-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

REFERENCE NO. CGIT-2/76 of 1998

Employers in relation to the management of Central Bank of India

AND

Their Workmen

APPEARANCES :

For the Employer : Mr. I. L. D'Souza Representative.

For the Workmen : Mr. Umesh Natar, Advocate.
Mumbai, dated 3rd March, 1999

AWARD-PART-I

The Government of India, Ministry of Labour by its Order No. L-12012/144/97/IR(B-II) dated 14-4-1998, had referred to the following Industrial Dispute for adjudication.

"Whether the action of the management of Central Bank of India, South Mumbai region in dismissing the services of Shri Rajan G. Vannali, Ex-clerk w.e.f. 13-9-1995 is legal and justified? If not, to what relief the said workman is entitled?"

2. Rajan Gangaram Vannali, filed a Statement of Claim at Exhibit-5. He contended that the Central Bank (hereinafter called as the management) is an industry. He was appointed as a Clerk in the said bank w.e.f. 10th April 1981. He worked in different departments and is having an excellent career. Different certificates were issued to him by the bank in respect of his excellent performance.

3. The workman pleaded that the bank issued various circulars from time to time for deposit mobilisation. He used to act for the prosperity of the bank under the guide lines issued by it. On 7th September, 1990 one such circular was issued wherein the Branch Manager and other staff members of the bank were advised to commence mass contact programmes to meet existing as well as potential account holders and commence door to door canvassing to introduce new deposits account. It is averred that one Ms. Shreeji Jewellers were having their establishment near the branch of the Bank, where the workman was working. He visited the jewellers shop several time as per the advise in the circular and at the instance of Chief Manager of the bank. When it was noticed that he is a prospective customer, the establishment was visited by the workman and the Chief Manager. Thereafter the Chief Manager handed over the current account form to the partner of the establishment and invited him to the branch for opening the account. M/s. Shreeji Jewellers visited the branch for opening the account. However, they could not furnish proper introduction for opening of 'CD' account. Hence the Chief Manager called the workman to his cabin and suggested to sign the form as an 'introducer'. The workman did so and Shreeji Jewellers account came to be opened the bank on 22nd February, 1991.

4. The workman pleaded that after opening of the account the representatives of the establishment used to visit the bank for making deposits in the account. The representatives being illiterate used to approach the workman for filling up 'pay in slips' for making deposits and for tendering better customer service the workman used to fill up the pay in slips for making deposits. It is averred that he did so as per the common practice prevailing in all banks and such act cannot be construed as an act of misconduct or act subversive of discipline.

5. The workman averred that it is normal practice in commercial transaction that the cheques are issued to the parties for minimum payments before awaiting for clearing through the banks by taking 'fate letters' from the bank on which the cheque is issued. The party who issues cheques approaches the bank on which the cheque is issued and requests for 'fate letters' which is issued after checking the credit balance and by the authorised person and by any other person. It is submitted that writing such letters without authority to sign it and/or without signature of the authorised person has no validity. It is averred that the fate letters is always in with particulars of the cheque. Mr. P. J. Saujani was authorised by the management to issue such a fate letters with when requested by the customers of the bank. Saujani and Mr. A.A. Qureshi were working in the department in which Qureshi were working in the department in which Qureshi used to check the credit balance and Saujani on the basis of the information received by Qureshi used to issue fate letters. It is averred that the workman being cooperative with his colleagues on their request used to prepare such fate letters in a form which were checked by Qureshi and then signed by Saujani the authorised person. Without his signature there is no validity to the fate letter. It is submitted that preparing such letter is only by way of cooperation and the workman cannot be found guilty in respect of the same of fate letters were issued to M/s. Shreeji jewellers.

6. The workman averred that the management by its letter dated 20th August 1991 called upon him why he signed as an introducer of M/s. Shreeji Jewellers for opening the account. He gave a detailed reply on the same on 30th August, 1991. He categorically stated there in that on the advise of the Chief Manager he signed it as an introducer. It is submitted that on 10th April, 1993 he was suspended. Immediately thereafter he wrote a letter to the management by his letter dt. 17-4-1993 informing that his suspension is illegal. It is averred that when he addressed that letter he did not receive the management's letter dated 16-4-1993 by which it was alleged that he took Rs. 1000 from M/s. Shreeji Jewellers for doing all these mischievous acts. He immediately wrote back to the management by his letter dated 24-4-1993 contending that all these allegations are false.

7. The workman averred that he was chargesheeted by a chargesheet dated 2-7-1993 alleging the misconduct within the meaning of paragraph-19.5(j) of the Bipartite settlement. The sum and substance of the allegations of the charge sheet was that he introduced the account of M/s. Shreeji jewellers that he filed in number of 'pay in slips' for deposit of amount for M/s. Shreeji jewellers that he wrote four fate letters for M/s. Shreeji jewellers and that for doing of the aforesaid acts he was paid Rs. 1000 as illegal gratification. It is submitted that all these allegations do not amount to misconduct unless the management proves that all the acts were done by workman with mala fide intention/motive to benefit M/s. Shreeji jewellers to defraud the bank or for his own benefit.

8. The domestic inquiry was held against the workman in which he asked the management to produce the inquiry proceedings in respect of Saujani and Mr. Qureshi which the bank did not. It is averred that the bank also did not examine them as witnesses nor the Chief Manager to deny the defence of the workman who asked the workman to introduce the account. It is submitted that the inquiry officer came to the conclusion that the charge of accepting Rs. 1000 from M/s. Shreeji Jewellers which was framed on the basis of the Statement of workman recorded by CBI authorities under threat coercion and by beating which was subsequently came to be retracted by the workman was not found to be proved. It is averred that no opportunity much less proper opportunity was given to the workman to defend the charges levelled against him. It is submitted that the inquiry was against the Principles of Natural Justice. It is pleaded that the findings of the inquiry officer are perverse. It did not appreciate the evidence on the record in its proper spirit. It is prayed that under such circumstances the order of dismissal from service dated 13th September 1995 passed by the authority be set aside and the workman may be reinstated in service in continuity along with full back wages with other reliefs.

9. The management resisted the claim by the Written Statement (Exhibit-8). It is averred that the Inquiry was held against the workman was as per the Principles of Natural Justice and the findings of the inquiry officer are based on the evidence before him. It is further contended that if the tribunal comes to the conclusion that the inquiry is not proper or that the findings are not based on the evidence before the inquiry officer the opportunity may be given to the management to lead evidence to substantiate its action.

10. The management pleaded that it was not necessary for them to examine the Chief Manager or to produce the inquiry proceedings which had taken place against Saujani and Mr. A. A. Qureshi because they are quiet different. It is further submitted that sufficient opportunity was given to the workman to lead evidence but he did not examine himself nor examine anybody as his witness. On the contrary he admitted the allegations against him viz. : that he introduced M/s. Shreeji Jewellers for opening the account, that he filled up the pay in slips and that he wrote fate letters. It is submitted that all these facts clearly go to show that the charges which were levelled against him were proved and the report of the inquiry officer is perfectly legal and justified. It is submitted that under such circumstances the workman is not entitled to any of the reliefs.

11. The workman filed a rejoinder at Exhibit-9 and reiterated his claim. He submitted that in the year 1991 the

management wrote him first letter and called his explanation in respect of signing the form as 'introducer' and thereafter in the year 1993 the inquiry started which suffers from inches. It is submitted that there is an allegation that the workman, Sanjiani and Qureshi in collusion acted against the bank. Under such circumstances it was necessary to see what are the charges against both of them and what is their defence. It is averred that the collusion is not at all proved and therefore the findings of the inquiry officer are perverse. He prayed for the same reliefs again.

12. The issues are framed at Exhibit-40. Issues Nos. 1 & 2 are treated as preliminary issues. The issues and my findings there on are as follows:

Issues	Findings
1. Whether the domestic inquiry which was held against the workman was against the Principles of Natural Justice?	No
2. Whether the findings of the inquiry officer are perverse?	Yes

REASONS

13. Rajan Gangaram Vanmali (Exhibit-12) challenges the inquiry as against the Principles of Natural Justice on the ground that the Chief Manager was not examined and that the inquiry proceedings in respect of Sanjiani and Qureshi were not produced on the record. It can be seen that it is the choice of the management to whom they should examine. It is not the case of Vanmali that he gave an application for examining the Chief Manager and it was rejected. Under such circumstances non-examination of the Chief Manager by the management cannot be said to be given no opportunity to the workman to defend his case properly.

14. There is no contention on the part of the workman that non-production of the inquiry proceedings of Sanjiani and Qureshi resulted not giving a proper opportunity to defend his case. I do not find any merit in it. Because whatever defence they might have taken in their inquiry had no relevancy so far as the case of Vanmali is concerned. Further more, it is no that the inquiry officer had relied upon the statement, the documents or any other relevant material in that inquiry for coming to the conclusion in the present domestic inquiry which was held against the workman. I therefore find that there is no merit in the contention of the workman that he was not given proper opportunity to defend his case.

15. The Learned Representative for the management had placed reliance upon Sir Emanuel and Stamping Works Limited V/s. Their workman 1988 25 FJR 88 which laid down what are the principles to be seen when a domestic inquiry is fair or not. In fact in view of my above said discussion and the contention raised by the Learned Advocate for the workman I need not go on all these details. Admittedly the principles are followed in the present inquiry.

16. Even though while narrating the facts of the case I had given the substance of the chargesheet which was issued to the workman I find it necessary to give in detail what was the charge against the workman. Exhibit-11/1 is the chargesheet dated 2nd July 1993 which was issued to the workman. It was alleged:

(1) "Though he was a Clerk/Teller, in the Savings Bank Department of Bhuleshwar Branch, Shri Vanmali introduced a Current A/c. of a partnership firm in the name of Shreeji Jewellers against the Banks norms. As per the Banks norms, a current A/c. can be opened by a firm if only it is introduced by another current A/c. holder.

(2) Between the period 27th March, 1991 to 6th June, 1991, Shri Vanmali though not connected with the Current A/cs. Department of Bhuleshwar Branch, filled in 37 pay-in-slips in his own handwriting, crediting various amounts in the C/D/A/c. 109188 of M/s. Shreeji Jewellers. Besides two cheques amounting to Rs. 9 lacs drawn on Dena Bank, Bhuleshwar Branch and lodged in the said

account for clearing, were returned unpaid on 21-6-1991 and pay-in-slips containing particulars etc. of the said two cheques so represented, filled up by Shri R. G. Vanmali.

(3) Eventhough Shri Vanmali was working in Savings Department of Bhuleshwar Branch, during the period April/May, 1991, he in collusion with S/Shri P.J. Savjiani and Anwar Qureshi got issued four fake letters regarding honouring of the cheques drawn by M/s. Shreeji Jewellers. The body of the said letters are in the handwriting of Shri Vanmali himself, who as stated hereinabove, was working in the savings department of the Branch and was not allotted any duties in the Current Accounts department.

By his above mentioned acts, Shri Vanmali in collusion with Shri P. J. Savjiani misled the collecting bankers and thereby displayed undue favours to the party in as much as the balance in the account of M/s. Shreeji Jewellers was insufficient to meet the debts that would arise had the said cheques been debited on the dues of the presentation. He thus added and abated M/s. Shreeji Jewellers in committing a fraud. For the said actions, Shri Vanmali received illegal gratification of Rs. 1000.

The aforesaid acts on the part of Shri Vanmali constitute misconduct within the meaning of para 19.5 (i) of the Bipartite settlement dated 19-10-1966.

17. The inquiry officer had given his report which is at Exhibit-11/3, pg. 167 to 169. Mr. Nabar the Learned Advocate for the workman vehemently argued that the fact that he signed the form as an introducer. The fact that he filled the 'pay in slips' and the fact that he had written the 'fake letter' could not bring the case as a misconduct contemplated under clause 19.5(i) of the Bipartite settlement. He further submitted that the charge of accepting Rs. 1000 by way of illegal gratification for doing all these acts is not proved. If this is so the acts which are done by these workman is to be accepted as a better customer service and helpful nature of the workman to his colleagues. I find substance in it. The reason is that it is common knowledge that the colleagues help each other when it is asked.

18. The case which is made out by the workman that he signed the form as an introducer because the manager asked him to do so. He further said that there were circulars at the relevant time to mobilise the depositors and to achieve better business. The management witness No. 2 had deposed that only 'CD' account holder can introduce 'CD' account to LTD, C.O. and partnership firm. Obviously when Shreeji Jewellers opened that account it was not signed by the person who had already such type of account. It is common knowledge to facilitate the things the officers asked the staff members to do that job. Here is the case of the workman that he had been to that establishment alongwith the Manager for asking them to open such an account. It can be further seen that eventhough signed as an 'introducer' that does not mean that amount is open. The officers accepts it and then the account is open. I therefore find that this action eventhough said to be not as a normal practice does not appear to be a misconduct as contemplated under section 19.5(i) of the Bipartite settlement. So is the case of 'pay in slips'. He did not deposit that amount nor he had signed the slips. So far as the 'fake letters' are concerned again he was not authorised person to sign that letters. He was not authorised to check the balance. It was the duty of Qureshi to do so and it was duty of Sanjiani to sign the letter as an authorised person. To prepare the form does not mean that he had prepared the fake letter which can be used for getting the amounts. What is argued by Mr. Nabar the Learned Advocate for the workman that all these admission of the workman in respect of the factual position do not take the case as a misconduct contemplated under para 19.5(i) of the Bipartite settlement dated 19-10-1966.

19. Now after going back to the chargesheet it can be seen that there is allegation that the workman in collusion with Sanjiani committed a display of undue favours to the

authorities concerned and further added and abated M/s. Shreeji Jewellers in committing fraud and for doing that accepted Rs. 1000. Now what is to be proved that there was a collusion of Varnali and that of Sanjiani. After perusal of the report of inquiry officer there is no aspect considered by him in respect of the collusion. There is nothing to show that there was a collusion between workman and Sanjiani before the bank or that the action of the workman which will amount to misconduct as alleged. The result is that the findings of the inquiry officer becomes perverse. It appears to me that he had given these findings only on the basis of the factual position which is not in dispute. For all these reasons I record my findings on the issues accordingly and pass the following order :

ORDER

The domestic inquiry which was held against the workman was as per the Principles of Natural Justice. The findings of the inquiry officer are perverse. The management is allowed to lead evidence to justify its action.

S. B. PANSE, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. आ. 1138.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू बैंक ऑफ इंडिया (पंजाब नेशनल बैंक) के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एल-12012/168/93-आई.आर. (बी.-II)]

मी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S.O. 1138.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New Bank of India (Punjab National Bank) and their workman, which was received by the Central Government on 30-3-99.

[No. L-12012/168/93-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 140/93

Mehar Singh Ranu C/o H. No. 1731,

Phase-VII, S.A.S. Nagar,

Mohali, Distt. Rupar, Punjab.

Workman/Applicant

Versus

Regional Manager, New Bank of India
(Now Punjab National Bank),

SCO No. 28-89, Sector 7,

Chandigarh.

Management/Respondent.

REPRESENTATIVES :

For the workman : Shri H. S. Hundal.

For the management : Shri Ramesh Thakur.

AWARD

(Given on 5th January, 1999)

The Central Govt. vide gazette notification No. L-12012/168/93-IR(B.2)IR.B.2 dated 24th November, 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of New Bank of India in treating the absence of Shri Mehar Singh Ranu as voluntary abandoned the services and terminating his services from 24-7-1990 is justified. If not, what relief is Shri Ranu entitled to?"

2. The case of the applicant/workman is that he was appointed as a clerk-cum-cashier on 17-3-1979 and continuously worked on the said post. During the course of his employment he was fallen ill suffering from constructive Pericarditis and on account of this the workman remained admitted in PGI Chandigarh from 17-1-1981 to 14-3-1981. Afterward, he had an attack of disease of Tubercular Brain Meningitis. On account of this, he remained admitted in Dayanand Medical College and Hospital Ludhiana from 6th March 1982 to 24th March 1982. The workman continued to work upto 1988 at Hyderabad. His health condition deteriorated day-by-day, so he applied to the Regional Manager, New Bank of India, Madras on 23-2-88 for his transfer to Chandigarh. His request was considered by the management and he was transferred from Hyderabad to Chandigarh during the month of July 1988. After joining at Chandigarh he got his treatment at PGI, Chandigarh but his condition became worse. Due to the reaction of allopathic drugs, his brain balancing system of his body became out of order. He was unable to balance his body in order while walking and standing. He submitted an application for leave which was sanctioned on medical ground up to 31-12-1989.

3. Afterwards his health was deteriorating day by day. He sent leave applications from time to time under postal certificate to the manager (Staff), Regional Office, New Bank of India, Chandigarh but nothing was heard about its sanctions from the bank authorities. The workman reported for duty on 1-9-1990 in the Regional Office but he was not allowed to join his duties and he was told that his services had already been terminated on 24-7-1990. The workman requested the management to permit him to join his duties but he was prevented to join his service illegally, in contravention of Bipartite Settlement and provisions of Industrial Disputes Act. The management had not conducted any departmental enquiry and arbitrarily terminated his services without being heard his grievances. It had not complied with the provisions of Section 25-F and 25-N which makes the termination of the services of the workman illegal and void. Therefore, his termination of services w.e.f. 24-7-90 be set aside and management be directed to reinstate him with continuity of his service with effect from 24-7-1990 with full back wages and other incidental benefits.

4. The management has filed its reply to claim statement of workman in which it has been averred that the service conditions of bank employees are governed by various Awards and Bipartite Settlements. The management had considered the fact of the illness of the workman sympathetically and the leave applied for by him was sanctioned by time to time. But from 1-12-1989, the workman remained absent from duties. Notices were issued under registered post directing him to join his duties but he failed to attend the bank. All the notices sent by the management were returned back. Nothing was heard about the workman. Therefore, after absence of 90 days, the notice was published on 24-6-1990 in daily Newspaper "The Tribune" directing the workman to join his duties within 30 days from the date of the publication of the notice. It was also mentioned in the notice that if he did not report for duty within 30 days, his services would be deemed as voluntary abandoned. The workman did not report for duty within 30 days. His services stood terminated automatically w.e.f. 24-7-1990.

5. The action taken by the management was in conformity with Bipartite Settlement. No illegality had been committed by the management. Therefore, the claim of the workman deserves to be dismissed in toto.

6. In this case the appointment of workman as clerk cum-cashier on 17-3-79 and his transfer from Hyderabad to Chandigarh are admitted facts. It is also admitted that the leave on the ground of illness of the workman was sanctioned by the management up to 30-11-1989.

7. The workman has filed his affidavit (Ex.W1) along with discharge certificate from PGI, Chandigarh (Ex. W2), Discharge card from Dayanand Medical College and Hospital Ludhiana (Ex. W3), transfer application dated 3-2-88 addressed to Regional Office Madras (Ex. W4), transfer application (Ex. W5). He has also filed copy of the leave applications Ex. W7, W9 and W10. Ex. W11 is the copy of the joining report and Ex. W12 is the medical certificate given by Dr. Iqbal Singh. He was also cross-examined by the representative of the management. The management has also filed the copies of the notices sent to workman which has been exhibited as Ex. M1, M2, M3. Ex. M4 is the copy of the final notice published in Newspaper. The affidavit of B. B. Bagga, Law Officer, has been filed by the management in order to controvert the claim of the workman. He has been cross-examined by the rep. of the workman.

8. The workman in his affidavit and cross-examination has deposed that medical leave was granted by the management w.e.f. 1-12-1989 to 31-12-1989. He submitted applications for the extension of leave under postal certificate on 6-1-1990, 1-5-90 and 1-7-1990, but nothing was heard from bank authorities as to whether the leave applied for had been sanctioned or refused. In the last, the workman reported for duty on 1-9-1990 alongwith fitness certificate issued by Dr. Iqbal Singh but he was not permitted to join his duties by the officers of the management. The witness of the management B. B. Bagga has deposed in his affidavit and cross-examination, that the leave was not granted to the workman w.e.f. 1-12-1989. He remained absent till the middle of January 1990. Then the management sent a notice under registered cover on 19-1-1990 at the address notified by the workman, but the registered letter Ex. M1 was returned back with the note of the postman that the workman was not available at the given address. On 8-2-1990 and 2-3-1990 notices were also sent under registered cover but all the notices were returned back undelivered to the workman. Then the management had to publish final notice in the daily newspaper (The Tribune) on 24-6-90 directing the workman to report for duty within 30 days but the workman did not report for the duties within the notified period of 30 days. Therefore, he was deemed to have been voluntarily abandoned his employment. Consequently the workman had no right to join his duties after 24-7-90 and he was not permitted to join his duties lateron.

9. On the perusal of the evidence adduced by both the parties, it is found that the no formal order was passed by the management for terminating the services of the workman. When the workman reported for duty on 1-9-90, he must have been permitted to join his duties as per para 16 of the Bipartite Settlement. The management had to hold departmental enquiry or it had to consider any explanation of the absence of the workman. But the management had not taken any action in conformity with para 16 of the Bipartite Settlement. The representative of the workman has cited in support of the claim of the workman the case of Upton India Ltd. Vs. Shummi Bhan and another (1998 Lab. IC) 1545 and the case of D.K. Yadav Vs. J.M.A. Industries Ltd (1993) 4 S.L.R. 126 in which the Hon'ble Supreme Court of India has analysed the provisions of Bipartite Settlement relating to the voluntary retirement of services or abandonment of employment of workman. Hon'ble Supreme Court has held in these cases as and when the workman turned up and reported for joining his duties at the office of the management, he must have been allowed to join his duties and the management must have asked the explanation of the workman and after considering his explanation the management might have taken any disciplinary action against the workman. If it is not done the principle of natural justice are violated. The termination of the services of the workman comes within the definition of retrenchment given in Section 2(90) of Industrial Disputes Act 1947. Thus, the management had to comply with the provisions of Section 25-F, but the management had not complied with the provisions of Section 25-F of the ID. Act. The workman shall be deemed 1090 GI/99-14

to be in continuous service of the bank. In the light of these case laws, the workman is entitled to get the relief claimed.

10. The case of M.A. Basih Vs. State Bank of Hyderabad (AP)1995(8) S.L.R. 425 has been cited on behalf of the workman in which it has been discussed elaborately as to what action must be taken by the bank in the light of the provisions of Bipartite Settlement. Hon'ble Andhra Pradesh High Court has held that after the expiry of the notified period of final notice, orders for the termination of the services of the workman must be passed and the notice of this fact must be given to the workman. In the absence of order of voluntarily abandonment of services by workman, the whole process shall be deemed to have been vitiated. Consequently the workman shall be deemed to be in continuous service of the bank and he deserves to be reinstated w.e.f. 24-7-1990.

11. The workman has requested in his statement of claim to grant him full back wages but in my opinion, he is not entitled to get them because his conduct after 1-12-1989 has been found surprising. When the management had sent notices directing him to join his duties under the registered letters and these notices were not received by the workman while according to him he resided at the address notified by him to the bank authorities. The workman Mehar Singh Rannu has admitted in his cross-examination that the address written on Ex. M2 and M3 was correct. He lived there with his father and his father was looking after him. He was dependent for his treatment and livelihood on the income of joint family members. Mohali is adjoining to the Chandigarh and both the town are connected with well established transportation facilities. According to him, he was ill and was unable to join his duties and no intimation of granting leave was communicated by the bank authorities. Any of the family member might approach the bank authorities about the leave applications. The conduct of the workman and his family members is astonishing. It appears to my mind that the workman was negligent about his employment and the management was compelled to take harsh action against him. The bank is a public institution. The letter sent by the workman under postal certificate were also not received by the bank authorities. It appears that the bank authorities are also concealing the fact of the receiving applications for leave. Under these circumstances and when the workman had not rendered his services to the bank, he does not deserves to get back wages from 21-7-1990.

12. Workman M. S. Rannu, WW1 has deposed in his cross-examination that he was treated by the doctor of Brar Homeopathic Medical Centre for one year. In support of his statement he has submitted copy of the certificate Ex W2 issued by Dr. Iqbal Singh Brar which has been dated 31-8-90. This certificate discloses that the workman was treated by the said doctor for one year. But the copies of the sick certificate have not been filed by the workman in this case. Discharge card of the PGI, Chandigarh has been exhibited as W2 and the discharge card of Dayanand Medical college of Ludhiana has been exhibited as W3. On the perusal of these cards, it appears that he last treatment was given w.e.f. 6-3-1982 to 24-3-1982. After that no prescription card indicating the continuance of his treatment has been filed by the workman. When the workman was not taking any treatment after 24-3-1982, as to how the problem of creatine imbalance of body had appeared. No such evidence has been submitted by the workman. This circumstance also disentitle him to get the back wages.

13. On the basis of the discussions made in the preceding paragraph of this order, the reference is answered holding that the action of the management of New Bank of India in treating the absence of Shri Mehar Singh Rannu as voluntarily abandoned his services and terminating his services w.e.f. 24-7-1990 is unjustified. He is entitled to be reinstated w.e.f. 24-7-1990 with continuity of service. But he will not be entitled to get back wages w.e.f. 24-7-1990 to the date on which he joins his duties in the office of the management. This order however does not preclude the management from initiating any other action as is available to them under the Bipartite Settlement or under any

other law. The workman shall get the cost amounting to Rs. 2000/- of the proceedings and the management shall bear their own cost. The reference is answered accordingly. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. आ. 1139.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एल-12012/261/92-आई.आर. (बी. II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S. O. 1139.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 30-3-99.

[No. L-12012/261/92-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 137/92

Charanjit Singh son of Shri Teja Singh,
183-A, Model Town Extension, Part-II,
Ludhiana.

... Workman.

Versus

Regional Manager,
Punjab and Sind Bank,
Kallash Cinema Chowk, Civil Lines,
Ludhiana.

... Management.

REPRESENTATIVES:

For the workman : Shri B. N. Sehgal.

For the management : Shri J. S. Sathi.

AWARD

(GIVEN ON 3RD FEBRUARY, 1999)

The Central Government vide gazette notification No. L-12012/261/92-IR(B.2) IR(B.2) dated 8th December, 1992 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Regional Manager, Punjab and Sind Bank, Ludhiana in terminating the services of Shri Charanjit Singh son of Shri Teja Singh w.e.f. 24-10-1991 is legal and justified? If not, to what relief the concerned workman is entitled and from what date?"

2. The case of the workman is that he was appointed by the management of Punjab and Sind Bank Ltd. in the year 1977 as clerical-cum-cashier. After nationalisation of the said bank, his services were regularised in the same bank and he had been working since then continuously. He remained on leave from 8-3-1991 to 12-1-1992. He reported for duty on 13-1-1992, but he was not allowed to join his duties and

was told that his services had been terminated w.e.f. 24-10-91. The termination of his services was illegal, mala fide and arbitrary against rules and the principle of natural justice. He was not given any charge sheet and no departmental enquiry was held against him. After his termination other persons junior to him was appointed, as such, the action taken by the management was unjustified and arbitrary. Therefore, his claim may be accepted and the management be directed to reinstate him with continuity of service and full back wages.

3. The management in its written statement has raised an objection that the workman is not a "workman" under the provisions of Industrial Disputes Act, 1947, so this Tribunal has no jurisdiction to adjudicate upon the dispute referred to it. It is further stated that the workman remained absent without submitting any leave application or information w.e.f. 8-3-1991. Various letters were sent to the address of the workman by post to join his duties but he did not turn up. Ultimately the final notice was given on 14-9-1991 to report for duty within 30 days otherwise his services would be terminated. He would be deemed to have been voluntarily retired from bank's service on the expiry of the notice period.

4. The action was taken by the management as per provisions of the Bi-partite Settlement para 17:1, as such the management has not acted arbitrary and mala fide intention. His case does not fall within the ambit of Section 25-F of Industrial Disputes Act, 1947. Thus the claim of the workman may be dismissed with no relief.

5. In this case, the appointment of the workman on the post of clerk-cum-cashier, his proceedings on leave and termination w.e.f. 24-10-1991 are admitted facts.

6. The workman has filed his own affidavit and he has been cross-examined by the representative of the management. The management has filed the affidavit of Senior Manager, J. S. Sathi and other documents relating to the absence of the workman which have been exhibited as Ex. M2 to Ex. M6. On going through the cross-examination of the workman, it is found that he applied for leave on 11-1-1991 but he is unable to submit the copy of the leave application. The witness of the management has stated that the workman did not submit any leave application and remained absent from duty till 24-10-1991. He attended the bank on 13-1-1992 but he was not allowed to join his duty because he was deemed to have been voluntarily retired from service. The statement of the workman is not reliable because he has admitted in his cross-examination that no leave was sanctioned to him but he proceeded on leave on 6-3-1991 and he did not turn up till 13-1-1992. He has admitted in his cross-examination that his residential address was with the management which was "183, Model Town Extension Part-II, Ludhiana". The witness of the management has deposed that the letters were sent by post to the workman on the address given by the workman in order to attend his duties but he did not attend the bank and no leave application was filed by him and no information was given to the bank for his absence from duty. On 24-9-1991 final notice was given to the workman, but he did not turn up within 30 days, therefore, he was deemed to have been voluntarily retired from service. These letters have been exhibited as Ex. M2 and Ex. M3. The workman has admitted that when he proceeded on leave, he had gone to Gwalior, Haridwar and Fatehgarh Churian and he was not available at Ludhiana address but his family members were residing at the given address. This fact has proved that the management has made efforts to secure the attendance of the workman but he failed to do so.

7. It is evident from the evidence of the management that the workman was not allowed to join his duties on 13-1-1992, he was not given any notice for explaining his absence. No enquiry was held before termination of his services. It is clear from the record that the provisions of Section 25-F of the ID Act, 1947 were not complied with by the management. In the case of D. K. Yadav vs. M/s. J. M. N. Industrial Ltd. [1993 (3) S.R. 1261], the Hon'ble Supreme Court has held that enquiry must be held before termination of the services of the workman. If the Bi-partite Settlement does not contain such provision, they cannot be adhered to in contravention of the principle of natural justice. In the light of the law laid down by the Hon'ble Supreme Court the termination of the workman will amount to 'retrenchment'.

from service and workman is entitled to get retrenchment benefits and one month's notice pay. The management has not complied with these provisions, therefore, the workman shall be deemed to be in the service of the bank. Consequently he is entitled to be reinstated w.e.f. 24-10-1991.

8. Now the question arises whether the workman is entitled to get the backwages. The material placed before this Tribunal indicates that the workman remained absent willfully from his duties and he was not interested in the bank's services. The circumstances indicate that he was working somewhere else or he was doing his business somewhere out of Ludhiana. Letter dated 18-4-1991 (Ex. M2) indicate that he remained absent from duty from 1-1-1991 to 15-1-1991, 21-1-1991 to 23-1-1991, 1-2-1991 to 4-2-1991, 8-2-1991, from 14-2-1991 to 28-2-1991 and 1-3-1991 to 6-3-1991 but he did not submit any leave application. Paragraph 3 of this letter shows that his work was incomplete and he did not perform his duties to the satisfaction of the bank authorities. The letter Ex. M4 also shows that he proceeded on leave w.e.f. 20-5-1990 to 20-7-1990 to visit California (USA) but he overstayed there. He wrote a letter Ex. M5 on 6-12-1990 to senior manager that his passport had been lost, so, he was unable to come back to India. As per Ex. M6, he joined his duties after 6-12-1990. He proceeded again on leave w.e.f. 8-3-1991 without getting leave sanctioned from competent authority. He has admitted in his cross-examination that the leave is valid only when the same is sanctioned by the sanctioning authority. He stopped attending the duties after the submission of the leave application without waiting the orders. It was his duty to enquire from bank authorities as to whether leave had been sanctioned or refused. His application Ex. M6 shows that he had requested the Senior Manager to adjust earned leave and sick leave to regularise his absence. It is clear that the regular leave due was on the verge of exhaustion. Then it was his foremost duty to get his regular leave sanctioned before proceeding on leave.

9. The workman had not explained the reasons of his absence from duty. Whether he was ill or he was engaged in some activities. He has not deposed in his affidavit and his cross-examination that he remained unemployed during the period of his absence. In the absence of such type of evidence, the management is not under obligation to adduce evidence that the workman was gainfully employed during the period of his absence from duty. On the contrary the circumstances indicate that during the period of his absence he was visiting in foreign countries or he was doing his business in Gwalior, Haridwar and Fatehgarh Churian. The conduct and neglectful attitude towards his duties, disentitle him to get back wages. Therefore, this Tribunal comes to the conclusion that the workman is not entitled to get back wages in spite of his reinstatement alongwith the continuity of service.

10. The management has raised an objection that this Tribunal has no jurisdiction to adjudicate upon the dispute referred to it. But it is evident from the evidence adduced by both the parties that the duties to be performed by the workman were that of clerical nature. He was not performing supervisory or managerial or administrative functions. Therefore, he is a 'workman' under the definition of the workman under the I.D. Act, 1947 and this Tribunal has jurisdiction to adjudicate upon the dispute.

11. On the basis of the discussions made in preceding paragraphs, the reference is answered holding that the action of the Regional Manager, Punjab and Sind Bank, Ludhiana in terminating the services of Shri Charanjit Singh son of Shri Teja Singh w.e.f. 24-10-1991 is illegal and unjustified. Consequently he is entitled to be reinstated on the post of clerk-cum-cashier w.e.f. 24-10-1991 with continuity of service. But he will not get back wages for the reasons given in the preceding paragraphs. The management is within its right may take any disciplinary action under the service rules or Bipartite Settlement or under any other law applicable against the workman for his absence from duty. The parties are left to bear their own cost.

B. L. JATAV, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. आ. 1140.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक आफ इंडिया के प्रबन्धतंत्र के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कनकता के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एल-12012/273/94-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S.O. 1140.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 30-3-99.

[No. L-12012/273/94-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 3 of 1995

PARTIES:

Employers in relation to the management of Central Bank of India.

AND

Their workmen

PRESENT:

Mr. Justice A. K. Chakravarty, Presiding Officer

APPEARANCE:

On behalf of Management—Mr. S. K. Gupta Bhaya, Assistant Regional Manager of the Bank,

On behalf of workmen—Mr. D. K. Chatterjee, General Secretary of the Union.

STATE : West Bengal. INDUSTRY : Banking.

AWARD

By Order No. L 12012/273/94-IR (B-II) dated 31-1-1995/8-2-1995 the Central Government in exercise of its powers under Section 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Central Bank of India, Calcutta in not regularising and terminating the services of Shri Dilip Kumar Ghosh, casual workman

is legal and justified? If not, to what relief is the said workman entitled?"

2. Central Bank of India Employees Congress (W.B.) (in short, the union) has sponsored this dispute for not regularising and terminating the services of Shri Dilip Kumar Ghosh, concerned casual workman by the management of Central Bank of India (in short, the management).

3. Union's case, in short is that the concerned workman worked for more than 240 days in a calendar year at Hari Mohan Ghosh Road Branch of the management. The union submitted particulars of his service from 1988 to 1992 to the management. It is alleged that the concerned workman as a casual worker worked for 268 days in 1988, 253 days in 1989, 273 days in 1990 and 277 days in 1991 and 175 days in 1992. He was initially appointed as a Waterboy and he used to be paid Rs. 10 per day. The concerned workman submitted one application on 16-1-1991 for his absorption in the Bank's service on permanent basis in terms of the industry-wise settlement dated 19-10-1964. The union has alleged that instead of absorbing him, the management terminated his service violating the provisions of the settlement and Sastri Award. It is also alleged that the management has not complied with the provisions of Section 25F of the Industrial Disputes Act, 1947 before terminating his service. The union accordingly has challenged the termination of service of the concerned workman and non-regularisation of his service and prayed for his absorption on regularisation.

4. The management filed a written statement denying that the concerned workman ever worked in the Bank. It's positive case is that the concerned workman used to be paid on day-to-day basis for supplying water as and when necessary and his name never appeared in the pay roll/muster roll of the Bank. The management also alleged that regularisation of the service of the concerned workman cannot be made. The management accordingly prayed for dismissal of the case of the union.

5. Heard Mr. D. K. Chatterjee, representative of the union and Mr. S. K. Gupta Bhaya, representative of the management.

6. It appears from record that as the management did not properly conduct its case the evidence of the workman was taken *ex parte*. At the time of argument the management came up with an application for allowing it to cross-examine the witness of the union and also to examine its witness which was rejected. The representatives of the parties accordingly argued the case on the materials on record.

7. Representative of the management submitted that the concerned workman having neither produced his appointment letter nor his termination letter, union's case that the concerned workman was appointed by the management to work as a casual labour should not be believed. The management's case in this matter is that the concerned workman was paid on day-to-day basis for supplying water as and when necessary. It, however, appears from the *ex parte* evidence of the concerned workman that since July 1986 he worked on

casual basis till April, 1996. Regarding the work he had to perform, he stated in his evidence that he had to do all the sundry works of a Peon including placement of registers on the tables, supply drinking water to the officers and carrying clearing cheque to the Head Office. He produced certain vouchers which were marked Ext. W-1 series. He also produced a letter in which the Branch Manager wrote to the Regional Office (PRS) that since the concerned workman completed 275 days of temporary service from 1-1-1990 to 31-1-1990 his case might be considered for absorption in the service of the Bank. It was further stated in this letter that his appointment as Waterboy was made earlier to the notification for engagement of temporary/casual employees following some specific guidelines enumerated by the Central Office for such purpose. The concerned workman has also produced a list of date in which he actually worked from 1988 to 1992. It will appear from this list that from 1988 to 1992 he worked for more than 240 days in each calendar year.

8. In view of the *ex parte* evidence of the concerned workman and also on the basis of the letter referred to above, it is clear that the concerned workman was appointed in the service of the Bank as a Peon and he worked for more than 240 days in each calendar year at least upto 1991. It is true that in his evidence the concerned workman has not stated specifically about the date of termination of his service. In the written statement of the union it appears that his service was terminated in April 1996. There being no specific denial of the aforesaid fact in the written statement of the management, the date of termination of service of the concerned workman as given by the union can be accepted. The management in its written statement has stated that his service used to be utilised as and when necessary but supplying of water being an everyday necessity, no question of termination of service of the concerned workman prior to the date as alleged in the written statement of the union should be accepted as correct.

9. Be that as it may, the union having succeeded in providing that the concerned workman was appointed as a casual labour and that he had been rendering continuous service for 275 days, at least in 1990, his service could not be terminated without complying the provisions of Section 25F of the Industrial Disputes Act 1947. The management has neither pleaded nor proved that due compliance of Section 25F of the Industrial Disputes Act, 1947 was made before termination of service of the concerned workman. Compliance of Section 25F of the said Act being mandatory before termination of service of such workman, termination of service of the concerned workman after April 1996, as alleged in the written statement of the union, must be illegal and invalid. Since the order of termination was void the workman must be deemed to be continuing in service as per the decisions of the Hon'ble Supreme Court in *State Bank of India V. N. Sundara Money*, reported in AIR 1976 SC 1111, *L. Robert D'Suza v. Executive Engineer, S.E. Railway*, 1982(1)LLJ 330, *Delhi Cloth & General Mills vs. Shambhu Nath Mukherjee*, AIR 1978 SC 8 and *Mishan Lal V. Management of Bharat Electronics*, 1981 Lab. I.C. 806.

10. The representation of the management has produced two decisions in support of his contention that daily Wager has no right to post and their disengagement is not arbitrary. He referred to the case of Himanshy Kr. Vidyarthi & Ors. v. State of Bihar & Ors., reported in JT 1997(4) S.C. 560 and Birbhum Zila Parishad & Ors. v. Nityahari Chatterjee & Ors., reported in 1997(75) FLR 482. None of these decisions has any application in the present case because in the earlier decision there was no question of application of Section 25F as the management of that case could not be said to be an industry. In the latter case it was held that continuous period of work for 240 days shall not automatically make a workman entitled to absorption.

11. It is true that in the instant case, in so far as the prayer for regularisation of the workman is concerned, that question does not arise at all as the service of the workman has already been terminated. A terminated employee cannot claim absorption on regularisation. The decisions referred to by the management do not lend any support to the contention of the management that provisions of Section 25F shall not be applicable in the case of retrenched workman. It is immaterial for consideration whether the salary is paid on daily basis or on monthly basis.

12. Representative of the union drew my attention to the circular of the Bank (vide Ext. W-5) and submitted that employees who have put in 240 days of continuous temporary service from 1-1-1982 to 31-12-1992 will be considered for absorption in immediate available vacancy without any test or interview. It is no use going into further discussion of the aforesaid provisions of the circular as there cannot be any question of absorption of the workman as his service has already been terminated. The management however, may consider his absorption after he joins the Bank as a casual workman.

13. The termination of service of the concerned workman in April 1996 having accordingly been found out to be illegal and void for non-compliance of the provisions of Section 25F of the Industrial Disputes Act, 1947, he must be deemed to have been continuing in service as before. The management of the Central Bank of India accordingly is directed to reinstate him in service as a casual worker from the date of termination of his service and pay him all his back wages which may be found due to him.

This is my Award.

Dated, Calcutta,

The 12th March, 1999.

A. K. CHAKRAVARTY, Presiding Officer.

नई दिल्ली, 31 मार्च, 1999

का. आ. 1141 --- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण द्वारा

के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एन-12012/354/90-आई.आर.(बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S.O. 1141.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 30-3-99.

[No. L-12012/354/90-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA :
BHUBANESWAR :

Present :

H. Mohapatra, O.S.J.S. (Sr. Branch).
Presiding Officer, Industrial Tribunal.
Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 26 OF 1993

(CENTRAL)

Dated, Bhubaneswar, the 19th March, 1999.

BETWEEN

The management of Syndicate Bank,
Puri Branch, Puri. --- First Party
Management.

AND

Their workman Sri R. K. Patra,
Kalikadevi Sahi,
Kunjatota Lane, Puri. --- Second Party-
Workman.

Appearances :

Sri L. Pangari, Advocate.---For the First Party
management.

Sri G. C. Mohapatra, Advocate.---For the Second
Party workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/354/90-IR (B-II) dated 6th August, 1993 :—

“Whether the claim of Shri R. K. Patra that he was an employee of Syndicate Bank is correct? If so, whether the action of the management of Syndicate Bank, in terminating the services of Shri R. K. Patra, Pigmy Deposit Agent with effect from 1-2-1988 is justified? If not, what relief is Shri Patra entitled to?”

2. The case of the second party briefly stated is that he was appointed as a pigmy Deposit Collection Agent on 12-5-86 under the first party management after entering into an agreement containing certain terms and conditions. When the second party was continuing as such having completed one year and nine months of continuous employment he was disengaged by the management on 1-2-88. Prior to the termination a show-cause notice was served on 4-8-88 alleging that the second party prepared specimen duplicate card in respect of Account No. 10201 of a Depositor, namely, Gopinath Sahu and the said signature appeared to be forged and when this fact was confronted to the second party he admitted that the signatures in the original and duplicate specimen signature cards were introduced by him but later resiled from the version and disowned the signature of the introducer. This apart it is alleged that the second party did not surrender his identity card though directed. The second party denied the charges and an enquiry was held by the Branch Manager of the Bank despite protest of the workman regarding his appointment as the enquiry officer, which according to the second party was in violation of the principles of natural justice. According to the second party whatever be the designation the second party along with others was rendering services to the bank and was under the administrative and disciplinary control of the bank. They are required to do the job of clerical nature together with field work. The nature of jobs performed by the Agents bring them well within the definition of 'workmen' within the meaning of Section 2(s) of the I. D. Act. It is pleaded that the second party could not be discharged from his duty w.e.f. 1-2-88 on the basis of some perfunctory and motivated findings of the Branch Manager by a notice published in the newspaper. According to the second party termination of his service constituted an unfair labour practice as the enquiry was actuated by malafides. It is alleged that the Branch Manager terminated his service on account of grudge. On the aforesaid premises, the second party has pleaded for his reinstatement alleging unfairness of the enquiry by the management.

3. The first party-management entered contest in the proceeding inter-alia pleading that the Pigmy Deposit Collector having been engaged as commission agents as per the terms and conditions contained in the agreement, there is no relationship of employer and employee between the Bank and the second party. The relationship is one of principal and his agent. It is further pleaded that the bank has no control over their collection or income and that the agents decided on their mode of collection. They have no specific hours of work and no qualification is prescribed for them. They are also free to take-up other occupations, trade or business. The service conditions of the bank do not apply to them and they do not get any salary or allowance. When there is a breach in the terms of agency, the agency is terminated. On these premises, it is pleaded that the second party being a Pigmy Deposit Collection Agent was not a 'workman' vis-a-vis the bank. The first party denies the allegations of unfair labour practice and the story of victimisation as pleaded by the second party.

4. On the basis of the pleadings of the parties, the following issues have been settled :—

ISSUES

1. Whether the second party was a 'workman' under the first party ?
2. If the second party was a commission agent and whether there exists employer-employees relationship between the first party and the second party to agitate the dispute as an 'industrial dispute' ?
3. If the second party was a workman, whether termination of his service is justified?
4. To what relief, the second party is entitled?

ISSUES NOS. 1, 2 & 3

5. These three issues are taken-up together for convenience as the present identical questions of law and facts.

It is in the evidence of the second party examined as W.W. No. 1 that he was engaged as a Pigmy Deposit Collection Agent under Ext. 6/1 in pursuance of an agreement, copy of which is marked Ext. 6. Obviously, the stipulations in Ext. 6 governed the terms and conditions of his agency. There is no controversy that he was not getting any salary or any other allowance and that he was in receipt of 3 per cent commission on the deposits collected. The then Branch Manager who was examined as M.W. No. 1 deposed that the second party in course of his engagement was not getting any wage or salary nor any allowance like the employees of the bank. They were not transferable and they were not the staff of the bank nor any service conditions were applicable to them. He further deposed that the bank has no control over the extent of income that a commission agent can earn. They are not required to sign the attendance nor do they have any leave rules. The bank has no disciplinary control over them. The agreement marked Ext. 6 provides that the bank can terminate the agency or an agent can relinquish his agency at will. It is pointed out by the management that the agreement of agency Ext. 6 makes further stipulation that the said agency can be terminated at any time without giving any notice. Though the workman pleaded that he was enjoying conveyance allowance other than commission he has not cared to produce any evidence in that regard. With reference to Exts. 6 and 6/1 and the evidence of W.W. No. 1 and M.W. 1, it is contended on behalf of the management that the second party was a commission agent and his relationship with the bank was that of a principal and agent and hence he is not a 'workman' within the meaning of Section 2(s) of the I. D. Act. As the termination of agency is as per the terms of agency, it is pleaded that the reference is incompetent and is not maintainable.

On the basis of the bulk of evidence both oral and documentary adduced, it is contended on behalf of the second party that the termination of service of the second party was on the basis of certain allegations against him for which there is no fact finding enquiry and as such, the termination of service of the second party on the face of it is illegal and unsupportable in

law. It is contended that the enquiry that preceded the alleged termination of service of the second party was a slipshod one in contravention of the principles of natural justice and the findings recorded therein cannot be utilised in proof of the fact that the second party was guilty of any act of misconduct warranting termination. In support of such a contention my attention is drawn to para-10 of the evidence of M.W. 1 wherein he admitted that he did not examine Kasi Viswanadham in the enquiry and that except a few Pigmy Deposit Agents others did not turn-up during the enquiry but he had the statements of such agents in writing for which he did not consider it fit to examine them in the enquiry. It is repeat in the version of M.W. 1 representing the management that other than executing an agreement and furnishing a security deposit a Pigmy Deposit Agent has no other obligation to the bank. No age or educational qualification is prescribed nor any selection procedure for them is laid down. It is further in the evidence that commission is the only source of income for such agents. It transpires that such agents have no prescribed hours of work. It is in the evidence of M.W. 1 that an agent can relinquish his job at any time of his own. It is further revealed in his version that if the work of an agent is found unsatisfactory or any allegation is received his agency shall suffer a termination. In cross-examination of M.W. 1 it is elicited that other than appointing the second party and getting his accounts verified he had no control over the Pigmy Deposit Agents. Explaining the circumstances leading to the show-cause it is made clear in his evidence in cross-examination that he put the show-cause on the second party being the representative of the bank, the principal of which the second party was the agent. The second party on the other hand, has taken resort to the plea that his brother one Brajabandhu Patra was the General Secretary of the Union of employees of the bank and that the Branch Manager, M.W. No. 1 had asked him to restrain his brother from union activities and when he declined to accede to the request of the Branch Manager a false case was cooked up against him and his engagement was terminated. The plea of bias has not been set-up in the statement of claim. Though the then Branch Manager appeared as M.W. 1 in this case and was cross-examined at length, the plea of enmity with the workman was not suggested to the witness. Therefore, the pleas introduced at the stage of evidence that the Manager of the Bank bore grudge against the second party and threw him out of employment maliciously are liable to be rejected as products of after thought. The conditions under which W.W. No. 1 got engaged and was working as a Pigmy Deposit Collection Agent as borne out in the agreement Ext. 6, the letter of appointment, Ext. 611 and the evidence of M.W. 1 is substantially admitted by W.W. No. 1 in his evidence. Detection of certain irregularity in the matter of conduct of the agency by the second party gave rise to an enquiry by the Branch Manager who as per Ext. F found the second party guilty of eight out of nine charges levelled against him which included introducing a duplicate specimen signature card for Pigmy Deposit A/C No. 10201 of Gopinath Sahu which was found to be forged, giving pre-varicating version owning and disowning the introduction of the said card, non-surrendering of the identity card despite orders,

pressuring other Pigmy Deposit Agents not to continue collection of deposit and to surrender the cards, giving threats through another Pigmy Deposit Agent. Collection of signatures of Pigmy Deposit account holders for utilising it against the Branch Manager and complaining to the Divisional Manager directly against the management of the bank. M.W. No. 1 has explained why he gave notice of show-cause to the second party before terminating the agency. Independent of the question whether the enquiry was strictly held in accordance with the principles of law and rules of natural justice the allegations do not appear to be trifling to be ignored consistent with the trust the Bank enjoys with the public. The terms of agency borne out in the agreement, Ext. 6 and the appointment letter, Ext. 611 bear a clear stipulation that such agency shall liable for termination if the work or conduct of the agent is adversely commented upon by the Manager if he is in the opinion of the bank guilty of breach of any of the provisions of the agreement or the rules and regulations of the Pigmy Deposit Scheme. The Question of rules of natural justice would arise when there is a duly constituted industrial dispute between the workmen on the one hand and the management on the other. Termination of an agency as per stipulations contained therein would not invoke the jurisdiction of this Tribunal to get into the merits of the allegations and the legality or propriety of the enquiry. In order that the second party may succeed he must establish that he was a 'workman' within the meaning of Section 2(s) of the I. D. Act.

6. Learned counsel for the second party contends that the Pigmy Deposit Scheme is floated for mobilisation of deposits which is the primary function of the bank and as such persons engaged in such a Scheme cannot be treated anybody other than workman of the bank. In support of his contention he placed reliance on a decision of Madras High Court in the case of Management of Indian Bank Vs. P.O. Industrial Tribunal (C) and another, reported in 1990 (1) LLJ Page-50 wherein the High Court of Madras upheld the Award of the Tribunal holding the respondent who was a Pigmy Deposit Collector in the bank to be a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act. The High Court while upholding the award of the Tribunal directing re-employment together with back wages to the employee made pertinent observation that the High Court under Articles 226 and 227 of the Constitution cannot interfere with the findings of fact recorded by the Tribunal. The High Court seems to have restrained itself while holding that the question of relationship between the employer and employee is a question of fact not available to be interfered with in exercise

of writ jurisdiction. As such, the decision of Madras High Court cannot be treated as laying down the Law that Pigmy Deposit Collection Agents are employees and workmen in the bank.

Learned counsel for the second party files xerox copy of the judgement of the Andhra Pradesh High Court in Writ Petition No. 9783 of 1989 wherein the status of the Adarsh Deposit Agents whose nature of job is comparable with that of the second party was examined. The Andhra Pradesh High Court as revealed in the copy of the judgment held that such Deposit Collectors are workmen though they are not entitled to claim regularisation. The decision of the Supreme Court in *Management of Puri Urban Co-operative Bank Ltd. Vrs. Madhusudan Sahu and another*, reported in AIR 1992 SC 1452 was held to be not applicable to the facts of the case.

The status of such Deposit Collectors and whether they are employees as defined u/s. 2(6) of the Kerala Shops & Commercial Establishments Act, 1960 came up for consideration before a Division Bench of the Kerala High Court presided over by Hon'ble Justice Malimath, the then Chief Justice in Writ Appeal No. 269 of 1987 (*Hattancherry Mahajanik Co-operative Bank Ltd. & Another Vrs. P. K. Radhakrishna Pai & another*). The Kerala High Court came to the conclusion that having in view the terms of employment, the employment of the respondent cannot be said to be wholly or principally in or in connection with the bank. In the said case the provisions of Section 18 of the Kerala Shops & Commercial Establishment Act, 1960 was invoked in challenging the termination of employment of such Daily Deposit Collectors. In analogy of the principles laid down in the decision of the Kerala High Court the question remains to be examined whether the terms and incidences of employment of the second party qualifies him to the status of a 'workman'. Learned counsel for the workman referred to the xerox copy of the Award of the Industrial Tribunal, Alleppey, Kerala to say that Pigmy Deposit Collectors are workmen and that termination of their services cannot be validly effectuated without compliance of the provisions of Section 25 F of the Industrial Disputes Act. For non-observance of the statutory provisions the termination of services were held illegal and unsustainable and back wages were awarded to the Deposit Collectors by the Tribunal.

As against the view of the Industrial Tribunal, Alleppey referred to above, a view emerges in a few other orders, copies of which were relied on by the first party-management. In this connection it may be pertinent to refer to the Banking Regulation Act, 1949. Section 10 of the Banking Regulation Act, 1949 prohibited the banking companies from employing any person whose remuneration or part of whose remuneration takes form of commission or a share in the profits of the company. The Bank, however, was permitted to appoint a person on commission under a contract otherwise than as a regular member of the staff. The provisions of Section 10 thus negatives the claim of the Deposit Collector who is only paid commission on the basis of the collections made by him and remitted to the bank, to become a member of the staff of the bank. Referring to a

decision of the Industrial Tribunal, Tamilnadu in I.D. Case No. 20 of 1983, copy of which is filed in course of argument, it is contended that it is impossible to conceive that the bank had either the intention or the authority to appoint Deposit Collectors as employees of the Bank in the face of the labo provided by Section 10 of the Banking Regulations Act. On these premises it becomes difficult to arrive at a conclusion that there is a relationship of master and servant between the Bank and the second party. Having in view the statutory prohibition in the Banking Regulations Act, it is hard to accept the contention of the second party that he is a 'workman'. Confronted with a dispute of similar nature between the Bank of the first party on the one hand and Adarsh Deposit Collectors on the other, the Central Industrial Tribunal-cum-Labour Court rejected the reference on the ground that the terms and conditions under which he worked stipulated that he was required to secure deposits and on the deposits that is secured, he would get commission. He was not required to attend the office of the bank. He had no fixed hours of work. He was not required to bring a fixed amount of business and he could do such work in his leisure hours and could be employed elsewhere. He was not directly under the control of any bank employee nor could they direct his service to be performed in a particular manner. From the above, the Tribunal came to the conclusion that there was a contract for service and not a contract of service.

7. Significant to note that the terms of employment of the Second Party and the incidences of such employment are similar to the employees who were the subjects in the industrial disputes referred to in the preceding paragraph. On an aforesaid analysis of the evidence, a finding become inescapable that the second party is not a 'workman' within the meaning of Section 2 (s) of the Industrial Disputes Act obliging the first party to adhere to the statutory provisions of the Industrial Disputes Act to terminate his employment. The contract of agency and the terms of employment, marked Exts. 6 and 611 bely the claim of the second party. The engagement having come into being under a contract of employment and there being clear stipulations for termination of such engagement, the provisions of the Industrial Disputes Act have no application to the case of the second party in the matter of termination of his employment.

The Issues are answered accordingly.

ISSUE No. 4

8. In view of the findings in the foregoing issues, the second party is not entitled to any relief.

The reference is answered accordingly.

Dictated and corrected by me.

H. MOHAPATRA, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. आ. 1142.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध दिवोंकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एल-12012/511/87-डी. II (ए.)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 31st March, 1999

S.O. 1142.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 30-3-1999.

[No. L-12012/511/87-DII(A)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

CASE NO. ID 47/88

General Secretary, Central Bank of India, Emp-
loyees Union, 129, Lal Kurti, Ambala
Cantt. Applicant

Versus

Regional Manager, Central Bank of India 106,
Railway Road, Ambala Cantt.

Respondent

APPEARANCES :

For the Union : Shri Mangat Sharma.

For the management : Shri Yogesh Jain.

AWARD

Passed on 14th September, 1998

Central Government vide Gazette notification No. L-12012/511/87-D-2(a) dated 4th July, 1988, has referred the following dispute to this Tribunal for adjudication :

"Whether the management of Central Bank of India, Regional Office, Ambala Cantt, was justified in imposing the punishment of warning on Shri A. L. Chopra special assistant ? If not, what relief the workman is entitled to ?"

2. The claim of the workman in brief is that he was working as a special assistant in Central Bank of
1090 CI99-15.

India Ambala branch. The domestic enquiry was held by the management against him for the alleged misconduct committed in purchasing the outward bills. During the course of domestic enquiry, the principle of natural justice was not followed by the Enquiry Officer and disciplinary authority, Enquiry officer, Presenting officer and disciplinary authority were changed by the management several times. The enquiry officer permitted the presenting officer first of all, cross-examine the workman and after that the departmental witnesses were examined. The documents required by the workman for his defence were not supplied to him as such his defence was prejudiced. The enquiry was concluded on 20-11-1984. The enquiry officer found him not guilty and submitted his report as the charges levelled against him were not proved. The disciplinary authority agreed with regard to charge No. 1 and directed the enquiry officer to hold fresh enquiry with regard to charge No. 2. The report of the enquiry officer was in favour of the workman, the copy of the enquiry report was not given to the workman. The presenting officer adduced fresh evidence with regard to charge No. 2. After closing evidence of the management the workman requested to produce the documents for his defence. These documents were in the possession of the management but the management failed to produce those documents. The enquiry officer submitted his report to the disciplinary authority stating that the charge No. 2 was not proved. The disciplinary authority disagreed with the report of the enquiry officer and issued show cause notice to the workman for the imposition of punishment of warning under gross misconduct". The workman submitted his explanation and the personal hearing was given to the workman. Workman explained the circumstances and stated that he had not committed alleged misconduct. The disciplinary authority without giving any reasons in the order of punishment, imposed the punishment of warning under gross-misconduct vide memo dated 7-10-1985 which is Ex. W16.

3. Under these circumstances the matter was referred to the Central Government. After considering the facts of the dispute the Govt. of India has made the reference under consideration.

4. The management filed its written statement. The management objected to the reference made by the Central Govt, stating that the reference has been made by the Govt. without any reason because the punishment of warning does not create any industrial dispute. Therefore, the reference made by the Govt. is bad in eye of law. It is also averred in written statement that the workman was incharge of outward bills collection department. He committed misconduct in dealing with credit vouchers for Rs. 5996.20 paisa and documents bills for Rs. 6601/- The workman did not follow the principle of dealing with these documents and he acted against the interest of the bank and the prescribed procedure of the bank business. Therefore, the domestic enquiry was held against him according to the procedure laid down in "disciplinary action procedure" of the bank and the Bipartite Settlement. The charges levelled against him were proved, therefore, he had been punished for the said misconduct. During the course of enquiry proper procedure was followed by the enquiry officer and the disciplinary authority. Therefore, the claim of the workman deserved to be rejected in toto.

5. In this case the workman filed his affidavit and documents which are exhibited from Ex. W1 to Ex. W23. He was also cross-examined by the representative of the management. The management submitted the affidavit of R.P. Singh Chief Officer (Personnel). He was cross-examined by the representative of the workman. The facts under dispute are admitted except the procedure followed by the enquiry officer and disciplinary authority. On going through the enquiry proceedings it is found from page No. 69 of the enquiry proceedings, the first of all the workman was cross-examined by the presenting officer with respect to charge No. 1 and after that the witness Bilas Malhotra was examined. Prior to the examination of the second witness i.e. Branch Manager Mr. Goyal the workman was cross-examined with respect to charge No. 2. On going through the page No. 83, it is found that the enquiry officer also invited the attention of the presenting officer relating to the procedure followed in the enquiry. In the case of "Associated Cement Company vs. Workmen (1964) 3 SCR 652" the Hon'ble Supreme Court of India has held that it is not fair in domestic enquiry against industrial employee that at the very commencement of the enquiry the employee should be closely cross-examined even before any other evidence is led against him. In this case Hon'ble Supreme Court has held that if such procedure is followed the enquiry is vitiated. In the light of this case law it is evident that the domestic enquiry was not held properly and infringes the principle of natural justice.

6. The disciplinary authority was not in agreement with the previous enquiry and passed an order dated 9-5-85 that the further enquiry must be held with regard to the charge No. 2 as the same was not proceeded with by the previous presenting officer. Then the enquiry officer proceeded with the charge No. 2. Presenting officer examined branch manager Mr. M.R. Goyal and then closed his case. The enquiry officer again arrived at the conclusion of the enquiry that the charge No. 2 was not found proved. The disciplinary authority did not agree with this findings and issued show cause notice dated 29-8-85 (Ex. W13) proposing the punishment of warning. The workman submitted his explanation, and opportunity for personal hearing was also afforded to him. On 7-10-1985 the punishment order was issued (Ex. W16) imposing the proposed punishment of 'warning' under gross misconduct. In this respect the workman argued that the punishment order is not a speaking order, therefore, the domestic enquiry should be declared unjustified. He referred the case of "Union of India vs. Krishan Kumar 1982(1) S.L.R. 359" in which it has been held that if the punishment order does not disclose the mind of the disciplinary authority in imposing punishment such order should be quashed. The facts of this case law are similar to the reference under consideration. The order Ex. W16 does not disclose that the points raised by the workman in his defence were considered or not. In the light of the above case law the domestic enquiry is found against principle of natural justice.

7. Besides this the copy of the report of the enquiry officer was not supplied to the workman. This

is also serious irregularity when the disciplinary authority disagreed with the findings of the both enquiry officers who had given their report in favour of the workman.

8. On going through the proceedings of the domestic enquiry it is found that the witness No. 2 was examined by presenting officer with regard to the charge No. 2. Even though the disciplinary authority directed the enquiry officer to proceed with charge No. 2 again. The presenting officer in compliance of this order adduced additional evidence with regard to this charge and after considering the additional evidence, the subsequent enquiry officer came to the conclusion that the charge No. 2 was not found proved against the workman. Therefore, the copy of the enquiry report must have been supplied to the workman. Non-supply of the copies of enquiry reports might be resulted in prejudiced to the defence of the workman.

9. The workman in his claim statement stated that the management had been changing disciplinary authority and the enquiry officer and presenting officer from time to time. But these objections are baseless because it is the discretion of the management to appoint disciplinary authority. Disciplinary authority may exercise his discretion to hold the domestic enquiry personally or that authority may appoint some other subordinate officer as enquiry officer in the case. These facts did not affect any way to the defence of the workman.

10. The management had objected in written statement that the reference made by the Govt. of India is bad in the eyes of law. But this objection is not sustainable. The workman has been punished for misconduct. In Section 7 of ID Act, 1947, the matters have been indicated relating to the dispute, under Schedule III. In Schedule III, rules of discipline are subjected to the jurisdiction of the Industrial Tribunal Misconduct comes within the purview of discipline. Therefore, the dispute relating to disciplinary action is an industrial dispute therefore, the Central Govt. may very well refer the dispute for adjudication to the Industrial Tribunal.

11. The affidavit and the cross-examination of the workman do not disclose any new facts which deserves to be discussed in this order. The witness of the management of R.P. Singh deposed in his affidavit and statement relating to the facts which are not disputed in this case. Therefore, his testimony does not deserved to be discussed, in this order.

12. In the light of the discussion made in the preceding paragraphs, this Tribunal comes to the conclusion that the domestic enquiry was not held following the principle of natural justice. Therefore, the punishment imposed on the workman deserved to be set aside. The action of the management is not justified in holding the prejudicial procedure during the course of domestic enquiry. Therefore, the reference is answered in negative holding that the

management is not justified in imposing the punishment of warning on the workman A.L. Chopra. The reference is answered accordingly. Appropriate Govt. be informed.

Chandigarh.
14-9-1998.

B. L. JATAV, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1143 ---औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिडिकेट बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-12012/84/96-आई.आर. (बी.-II)]

सा. गंगाधरन, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1143.--In pursuance of Section 17 of the Industrial Dispute Act, 1947. (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 31-3-99.

[No. L-12012/84/96-JR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated : 24th March. 1999

PRESENT:

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 229/97

I PARTY

The General Secretary,
Syndicate Bank Staff
Association, Anand Plaza,
II Floor, near A.R. Circle
Bangalore-9.

Vs.

II PARTY

The Zonal Manager,
Syndicate Bank Z.O.
Gandhinagar,
Bangalore-9.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Dispute Act, 1947 has referred this dispute vide Order

No. L-12012/84/96-JR(B-II), dated 15-5-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Syndicate Bank is justified in posting Shri Dorairaj, Attender to a place 350 Kms. away from the earlier place of posting flouting the settlement prevailing in the Bank? If not, to what relief the workman is entitled?"

2. The concerned workman is Sri. V. Dorairaj, Attender. The General Secretary of Syndicate Bank Staff Association has espoused the cause of this workman.

3. This workman joined the services of the second party Bank as an Attender in the year 1976. He was an Ex-serviceman. He was posted to work at Krishna-rajapuram Branch.

4. It is alleged that this workman is in the habit of absenting himself from duties without prior permission of proper sanctioning of leave, thereby he was causing much inconvenience to the Branch. In this regard the second party, on earlier occasions advised him orally of alleged misconduct and continued violation. He was charge sheeted 5 times for his irregular attendance and absenteeism without leave till November 92. Due to this tendency the second party imposed the punishment of warning, stoppage of increments, altogether five times.

5. This workman again remained absent for about 45 days from 1-12-92 to 7-10-93. Therefore the second party issued a show cause notice for committing gross misconduct of "habitual doing of an act which amounts to minor misconduct" vide clause 19.5(f) of the Bipartite settlement.

6. Since the explanation of the workman was unsatisfactory a Domestic Enquiry was conducted. On the basis of the report of the Enquiry Officer, which was against the workman, Disciplinary Authority after giving a show cause notice proposing the punishment of dismissal from the services taken into consideration the representation made by this workman but having found a chronic absenteeism and no improvement, the Disciplinary Authority imposed the punishment of dismissal from the services with immediate effect.

7. The workman filed an appeal before the Appellate Authority. This authority after taking into consideration the over all circumstances of the case has modified the order of dismissal by substituting the "stoppage of next two increments with cumulative effect" as per the order Ex. M2. Appellate Authority further ordered for re-instatement of this workman by issuing a separate order by Zonal Office, Bangalore. It is further ordered that from the date on which he was dismissed till he reports for duty, the period will not be considered as service for any purpose.

8. Thereafter this workman was given an order of re-instatement and posted to a place called Madapur at Coorg District.

9. The contention of the first party is that by convention and practice sub-staff members are never transferred from one branch to the other without their consent/request and they are exempt from transfer norms evolved by the nationalised banks as per the Government guidelines.

10. Since there was no scope for framing any additional issues the parties are directed to lead their evidences on the points referred in the schedule. The second party examined the Deputy Chief Officer as MW-1. This witness gave the evidence in detail about the conduct of this workman in committing alleged absentism, and several order and the punishment imposed to him by the management. He has also spoken about the latest domestic enquiry where he has been dismissed from services but the appellate authority modified that order and since an order of dismissal by the Disciplinary Authority is from immediate effect, a separate order of reinstatement was passed.

11. It is further contended by the second party that the re-instatement of this workman amounts to a fresh lease of life and it is not opened for him to claim a benefit which he was enjoying as it refers to posting of this category of workman. It is also pointed out that in his application Ex-M-5, an application for the appointment, this workman has declared that he is willing to work in any of the branches of the Bank in India.

12. It is the contention of the learned advocate for the second party that the management has retained the right to post an employee in a place where the vacancy is available and it is too much for the workman to question this right of the management.

13. The first party and his representative were constantly absent and therefore their evidence could not be recorded. In view of this their contention that the workman has a privilege under the convention to work in any place is not proved. The first party has also not placed any material to prove that the order of dismissal passed by the Disciplinary Authority was not a final order and therefore he has deemed to have been continued as an Attender till the appellate authority passed its order.

14. In view of the circumstances and also due to the fact that the concerned workman failed to prove that his posting to a place 350 Kms away from the earlier place was intentional and malafide, I am constrained to pass the following order.

ORDER

The management of Syndicate Bank is justified in posting this workman to a place 350 Kms away from the earlier place of posting. There is no flouting of any norms prevailing in the Bank. Therefore the reference is rejected.

(Dictated to the Stenographer, transcribed by her, corrected and signed by me on 25-3-1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1144.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[मं. एल-12012/183/93-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1144.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 31-3-99.

[No. L-12012/83/93-IR(B.II)]
C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated, 17th March, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 260/1997

I PARTY :

Shri Jerry D'Souza
C/o Dharwad District Bank
Employees Association
No. 9, Corporation Building
Broadway, Hubli-20.

Vs.

II PARTY :

The Asst. General Manager,
Vijaya Bank, Personnel Department,
41/2, M. G. Road, Bangalore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/183/93-IR(B.II) dated 11-8-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Vijaya Bank in dismissing the services of Shri Jerry D'Souza is legal and justified? If not, to what relief the said workman is entitled?"

2. This reference is of the year 1997. The ordinary notice served to the first party, he has not appeared. A notice under RPAD was issued and duly served. The first party once again remained

absent. The second party is represented by a learned advocate. Due to the tendency adopted by the first party we can not adjudicate the case on its merits though the burden is on the second party as per the schedule.

3. In view of these circumstances this reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 17th March, 1999.)

Sd/-

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार कार्पोरेशन बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अन्तर्बन्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-12012/202/89-डी. II(ए)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1145.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 31-3-99.

[No. L-12012/202/89-D.II(A)]
C. GANGADHARAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated. 17th March, 1999

PRESENT:

JUSTICE R. RAMAKRISHNA, Presiding Officer.

C.R. No 18/1990

I PARTY

Shri A. Viswanath Naik,
S/o Shri Ramanna Naik,
Arambool House, Aletty,
Sullia, D.K. District,
Karnataka.

II PARTY

The Chairman,
Corporation Bank,
Head Office,
Mangalore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/202/89-D.II.A dated 21-3-99 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Corporation Bank in terminating the services of Shri A. Viswanath Naik, sub-staff w.e.f. 24-1-89 is justified. If not, to what relief the said workman is entitled to?"

2. On reading of the schedule one will get the impression that the issue involved in this case is the justification of the termination of first party. But the case is made out by the first party and the second party is altogether different. The first party in his claim statement prays that the action of the second party in filling up the clear vacancy through transfer from Mangalore and thereby terminating the services of the first party is discriminatory, mala fide, null and void. His further direction sought is reinstatement with full back wages and any other additional relief.

3. The second party in effect contends that there was no termination at all and therefore the reference is liable to be rejected under Section 10(4) of the Industrial Disputes Act, 1947. However it is necessary to take into consideration the real intention of the parties and their respective case made out to adjudicate this dispute.

4. It is not in dispute that the first party was appointed as Temporary Sub-staff in the Sullia Branch. The work used to be allotted to him whenever a permanent sub-staff absents. The first party was expected to do the work of a permanent sub-staff in the period allotted to him. It is admitted of no doubt that the services of the first party was utilised by the bank from 7-5-85 onwards and the first party is doing his work in the same conditions even to this day. To evidence this fact the second party have produced the temporary appointment orders for the number of days he was asked to work which are 123 numbers commencing from 1985 to 1994.

5. The grievance of the first party, that can be gathered from his claim statement and the evidence recorded, is that an opportunity for him to be appointed as temporary sub-staff as altogether lost due to some events that took place in the year 1988-89. He has attributed mala fides to the second party but the second party justified their action as a routine one.

6. One Mr. N. Vasu Naik who was a permanent sub-staff working at Sullia branch was promoted to the cadre of Clerk. Due to his promotion he was transferred to some other branch in the Mangalore district. The first party who was working as temporary sub-staff is of all hope for his appointment to fill up that post in accordance with the settled principles of law governing for such contemplation. But the second party transferred one Mr. A. Chennappa from Mangalore branch to Sullia branch on the ground that the said Chennappa was requesting the management from last 2 years for a transfer to Sullia, where according to him, his parents and family are residing. The Chennappa was ex-serviceman and therefore he made an Appeal to the management to post him to that post to enable him to live with the family members in the last days of service and also to look after his aged parents.

7. In this back ground the first party formed an opinion that non-consideration of his candidature for this post amounts to termination.

8. The second party have contended that they have not committed any act to deprive this workman but he has to wait for his chance for occurrence of a vacancy and in that event he will be provided an appointment as a permanent sub-staff.

9. The parties have proceeded to justify their stands on the above facts.

10. Initially Shri Pradeep S. Sawkar, the learned advocate for the second party has submitted that the fact being established that there is no termination as pointed out in the reference, any adjudication on any other issue will amount to enlarging the scope of the reference which is not permitted under Section 10(4) of the Act. Before going further on this, the contention requires some examination and the other

points depends on the opinion that can be expressed in respect of this issue. Section 10(4) reads as follows:

"Wherein an order referring an industrial dispute to (a Labour Court, Tribunal or National Tribunal) under this section or in a subsequent order, the appropriate government has specified the point of dispute for adjudication, (the Labour Court or the Tribunal or the National Tribunal, as the case may be), shall confine its adjudication to those points and matters incidental thereto."

11. In support of this contention we have undisputed evidence of both first party and second party. The first party has specifically stated in his evidence that his service is not terminated and he is still working. This evidence was recorded on 21-12-98. On reading of the claim statement filed by the first party, he has not stated any way of his termination in the legal sense but para 14 of the claim statement indicates that he is working on temporary basis for years with an assurance that he has to wait for the creation of another vacancy and there is no seniority list and again and the services of this workman is terminated. He gave a final date as on 24-1-1989.

12. On a reading of this claim statement along with the temporary appointment order given to him from 1985 to 1994 the indication was made that the period of dates allotted to him for work from particular date to the end of another date. Obviously the intention of this workman due to filling up of the post of sub-staff to that of Chennappa which was held by Vasu Naik and since his entitlement was not considered by the management his feeling is that he was terminated from the date shown in the schedule.

13. The materials discussed above clearly indicates that there is no termination of this workman in the legal sense. Section 10(4) of the act imposes certain limitations to confine the adjudication to the points referred by the Government and the matters incidental thereto.

14. Since there cannot be any adjudication on the question of termination and incidental relief sought by the first party is required to be considered. Even after the fact of this nature is discussed it is pointed to the tribunal to examine the intentions of the parties whether an adjudication can be made or can be rejected. Admittedly the materials that are produced before the conciliation authorities and the failure report indicates the prayer of the first party. The materials show that the intention of the first party is to get an order of absorption or regularisation to appoint him as permanent sub-staff. Therefore there is no impediment to give a finding on the question indicated by the first party without taking serious note of technicalities. Therefore we have to proceed further to examine the matter on this merits.

15. Since the contention of the parties was altogether different, then the point referred in the dispute, this tribunal has not made any efforts to examine as to whether any additional issues arises for consideration by examining all the facts of this case. The point that arises for determination is;

"Whether the first party is justified in seeking the intervention of this tribunal for his appointment as a permanent sub-staff or as a Peon?"

16. The second party examined two witnesses. MW-1 was the Chief Manager of Personal Administration during 1992. The evidence of this witness shows that the Bank engaged the services of temporary sub-staff in accordance with Desai Award, Shastri Award and Bipartite Settlements. According to this witness the condition of services of both permanent and temporary employees are governed by these awards and BPS. This witness further deposes that "The temporary sub-staff is not subject to transfer". At the branch level seniority list of temporary sub-staff engaged in that branch is maintained. We do not maintain seniority lists District-wise or Region-wise. A person engaged as temporary sub-staff in one branch will not be engaged as temporary sub-staff in any other place. If in one place there are several temporary sub-staff, then a common seniority list is maintained. When a permanent vacancy occurs, we notify the vacancy

in Employment Exchange along with those sponsored by Employment Exchange. The temporary sub-staff as per seniority in that branch are also called, for vacancy arising in that branch only. Depending on the suitability and eligibility, recruitment as sub-staff is made. We give preference to temporary sub-staff.

17. The other evidence given by this witness is to show the justification to deny the opportunity occurred to this workman for permanent appointment and the justification to transfer Mr. Chennappa from Mangalore Head Office to Sullia Branch to the vacancy occurred due to transfer of the sub-staff Vasu Naik after promotion.

18. The second witness Mr. Yashwanth Pal the Senior Manager has deposed similarly as of MW-1 supporting the management in transferring Mr. Chennappa to Sullia Branch.

19. The evidence of these witnesses discloses that the first party who has been engaged as a temporary sub-staff in 1985 has been deprived of getting the post of permanent sub-staff though he has worked intermittently from 1985 with a fond hope that he will get this post when such opportunity comes. We are in the year 1999 and it is agonising to note that this workman who has put up 14 years of service, who has lost any employment opportunity outside due to his age, is to be appointed at the second party to fulfil his opportunity to become a permanent sub-staff, thereby he could like any other human being by taking chance of this advantage and take care the family in the passage of time.

20. It is very easy for the first party to repeat a gramaphonic tune that "We are not depriving this workman and if any vacancy arises we definitely consider his application for a permanent post". As could be seen even after 14 years no permanent post occurred and a sub-staff of one branch cannot be appointed in any other branch though a vacancy arises, because as another branch should give priority to a temporary staff worked in that branch. In this predicament I have no hesitation to come to a conclusion that it is a clear case of unfair labour practice. The second party was not inclined to appoint this workman in the vacancy occurred of Vasu Naik and after his appointment to transfer him to Mangalore Branch and get Chennappa to Sullia Branch. It is in the evidence that a candidate from Employment Exchange was appointed to fill up the post of Chennappa at Mangalore Head Office. Therefore the act of Management is nothing but circumventing the law to their advantage. There is no bar for transfer of an employee on compassionate grounds. But the question is whether accepting of such candidate in depriving another workman is a question that should be examined objectively.

21. The first party made available Ex. W-3 a Small Booklet dealing in engagement of sub-staff, allowances and statutory requirements. Rules 1960. According to clause 20.12 other things being equal, temporary workmen will be given preference for filling permanent vacancy and after selection he may have to undergo probation. According to clause 20.8 a temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not extend more than three months. The Bank shall make necessary orders for filling up the vacancy permanently.

22. These guidelines further provides various liabilities connected to this temporary appointment and also gives scope to give due weightage to this category of workman when they are considered for permanent appointment. In appreciating these guidelines one can say that appointment opportunity are not existing. Efforts should be made scrupulously to follow the above guidelines. These guidelines are provided by Human Resources Department of the second party Bank.

23. In these circumstances though we cannot attribute malafides to the second party in transferring Chennappa to the existing post at Sullia thereby depriving a only chance accorded to this workman, but the second party were not justified in depriving the right of this workman once for all and thereby making him to wait till he reaches a age of superannuation. This is not the intention of law. The intention of law is that such facts are available a broader outlook shall be adopted by the second party in the interest of organisation and the person considered. Therefore I have no hesitation to hold this point in the affirmative.

ORDER

Having regards to the facts of justification, discussed above I am compelled to hold that the second party are not justified in depriving the right of the first party to appoint him as a sub-staff immediately after the transfer of Vasudev Naik, who was holding the post of sub-staff. Therefore the second party is directed to treat first party as a permanent sub-staff from the date of this award without doing any exercise of interview and other examination in view of the fact that this workman is now completed 14 years of service. His salary shall be fixed as though he has continued a service of 10 years. Therefore all the increments entitled for 10 years shall be on the basis of fixing his scale of pay. There shall not be any back wages consequent to this order but the second party is liable to pay a cost of Rs. 15,000 towards litigation cost to the first party in the interest of justice and equity.

(Dictated to the Stenographer, transcribed by her, corrected and signed by me on 22nd March, 1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1146.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धन के मंत्रालय नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-12012/381/96-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1146.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 31-3-1999.

[No. L-12012/381/96-IR(B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT
BANGALORE

Dated the 17th March, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 271/1997

I PARTY

Sri Govind Joshi,
S/o Venkata Rao Joshi,
Dawaman H. No. 1-1165 IOB
Law College Road,
Gulbarga-585102.

II PARTY

The Dy. General Manager
and Disciplinary Authority
Canara Bank (C.O.) No. 86
M. G. Road, Bangalore-1.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/381/96/IR(B.II) dated 26-9-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Canara Bank, Circle Office, Bangalore in dismissing the services of Shri Govind Joshi, Ex-Clerk, Gulbarga, w.e.f. 27-5-96 is legal and justified? If not, to what relief the said workman is entitled?"

2. This reference is of the year 1997. The ordinary notice issued and served to the first party has not made him to appear and file his claim statement. A notice under RPAD was issued and duly served. Even then the first party has not appeared. The second party is now represented by a learned advocate.

3. Since the first party failed to appear on all the dates of hearing and he has also not made any efforts to send the claim statement there could not be any progress in this case.

4. Therefore this reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 17th March, 1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का.आ. 1147 - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मरमगोआ पोर्ट ट्रस्ट के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पणजी गोवा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[सं. एल-36012/1/94-आई.आर. (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Panaji (Goa) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Marmagao Port Trust and their workman, which was received by the Central Government on the 26-3-1999.

[No. L-36012/1/94-IR(Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agh, Hon'ble Presiding Officer)

No. IT/15/95

Shri Yamunappa C. Goudar
Nityanand Bhawan, Mangor Hill
Vasco da Gama, Goa Workman/Party I
V/s.

The Chairman,
Mormugao Port Trust,
Mormugao Harbour
Goa. Employer/Party II
Workman/Party I represented by Shri Subhas Naik.

Employer/Party II represented by Adv. Shri L. V. Tuladikar, Panji, Dated : 17-9-98.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 2(A) of Section 10 of the Industrial Disputes Act, 1947, the Central Government by order dated 10-2-1995 bearing no. L-36012/1/94 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the Chairman, Mormugao Port Trust, Goa, in terminating the services of Shri Yamunappa Goudar, Ex-Seaman, w.e.f. 17-1-93 is justified? If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/15/95 and registered A/D notice was issued to the parties. The workman/Party I (for short, "Workman") filed his statement of claim which is at Exb. 4. The facts of the case in brief as pleaded by the workman are that he was employed with the Employer/Party II (for short, "Employer") as a Seaman since 14th March 1987 and was working in the Marine Department. That on 28th July 1992, he was issued a charge sheet alleging that he remained absent from 20th May 1992 to 18th June 1992. That prior to the issuing of the charge sheet, he was issued a memo dated 1st June 1992 to which the workman replied by reply dated 7th July 1992. That the workman could not attend to his duties from 20th May 1992 to 13th June 1992 because he was sick and he was suffering from Jaundice. That he reported for work on 15th June 1992 and submitted Medical certificate, but he was not allowed to report at that time but was allowed to report for work on 19th June 1992. That domestic enquiry was held on 15th October 1992 into the charge sheet issued to him and the workman took Union Representative Mr. Sandeep Desai alongwith him to represent him as he did not know English. However, the Inquiry Officer did not allow him to do so and also told him that if he apologised for the incident no serious action would be taken against him. That the workman told the Officer all the facts about his absence and the Inquiry Officer thereafter wrote the enquiry proceedings in his own hand and gave it for typing and then

asked the workman to sign which he did. That he was not explained the contents of the enquiry proceedings. That thereafter, the workman received a memo dated 30th October 1992 from the employer seeking to impose punishment that of removing him from service, and alongwith the said memo, the report of the Inquiry Officer was enclosed. That the workman replied to the said memo representing against the punishment proposed by the employer. That thereafter, the employer by order dated 7th January 1993 terminated the services of the workman and on receipt of the said order, the workman by letter dated 22nd July 1993 requested the employer to reinstate him back in service with full back wages. That since the employer did not take any action on his request, the workman raised industrial dispute before the Asst. Labour Commissioner, Vasco, by letter dated 12th January 1994. That since no settlement could be arrived at, the Conciliation ended in a failure. That in the meantime the workman had preferred appeal against the order of termination, but the same was dismissed the Chairman. The workman contended that the enquiry held against him was in violation of principles of natural justice and the report submitted by the enquiry officer was perverse being not based on the evidence on record. The workman contended that the charges levelled against him in the charge sheet were not proved in the enquiry. The workman also contended that the punishment awarded to him by the employer was disproportionate. The workman further contended that since the charges were not proved, termination of his services by the employer is illegal and unjustified and hence he is entitled to reinstatement in service with full back wages.

3. The employer filed the written statement which is at Exb. 6. The employer stated that the workman was very irregular in attending his duties and he was remaining habitually absent without prior intimation and he had also no leave to his credit. The employer stated that the total leave or absence or otherwise availed by the workman for the period from 1-4-88 till 24-7-92 was in aggregate of 471 days comprising of 115 days of earned leave, 39 days as committed leave, 142 days on production of medical certificate and 175 days as further extra-ordinary leave without production of medical certificates. That several memos were issued to the workman with regard to his habitual unauthorised absence and since there was no improvement, the last memo dated 1-6-92 was issued to him, informing him that he had remained absent unauthorisedly from 20-5-92 causing lot of difficulties and dislocation of normal operational work of Port Administration. The employer stated that as there was no positive response from the workman, the employer was constrained to issue charge sheet to him. The employer stated that the domestic enquiry was conducted on 15-10-92 and when the said enquiry was in progress, the workman voluntarily admitted the charges framed against him and tendered apology. The employer denied that the domestic enquiry was held in violation of the principles of natural justice or that the findings of the enquiry officer were perverse. The employer admitted that one Shri Sandeep Desai had accompanied the workman on the date of the enquiry but denied that the workman was told by the enquiry officer that if he admitted the charges, no serious

action would be held against him. The employer also denied that the workman did not know English or that the contents of the enquiry proceedings were not explained to him. The employer stated that the workman could not be allowed to resume his duties on the strength of the Private Doctor's certificate until he was declared fit by the medical department of the employer. The employer denied that charges levelled against the workman were not proved in the enquiry or that the termination of the services of the workman is legal and unjustified as claimed by the workman. The employer stated that the workman is not entitled to any relief as claimed by him and reference is liable to be rejected. Thereafter the workman filed rejoinder which is at Exb. 7.

4. On the pleadings of the parties, following issues were framed:—

1. Whether the party I proves that the domestic enquiry held against him is not fair, proper and impartial?
2. Whether Party I proves that the charge levelled against him in the charge sheet dated 20-7-92 are not misconduct?
3. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
4. Whether the Party I proves that the action of the Party II in terminating his services w.e.f. 17-1-93 is illegal and unjustified?
5. Whether the Party I is entitled to any relief?
6. What Award?

5. Since the issue no. 1 was pertaining to the fairness of the enquiry, it was treated as preliminary issue and the parties led evidence on the said issue. By order dated 21-2-1997 this Tribunal decided the preliminary issue no. 1 holding that the domestic enquiry held against the workman as not fair, proper and impartial and hence the enquiry was set aside. Thereafter the employer filed an application dated 10-6-97 at Exb. 17 praying that the employer be permitted to adduce evidence before this Tribunal to support and justify the action of the termination of the services of the workman. The contention of the employer was that after the enquiry is set aside opportunity has to be given to the employer to lead evidence before the Tribunal to prove the charges against the workman. The said application was objected by the workman and after hearing the parties this Tribunal by order dated 18-11-97 dismissed the said application of the employer holding that the said application was filed by the employer after the proceedings on the preliminary issue was closed, which is not permissible under the law.

6. In the circumstances, my findings on the remaining issues are as follows:

Issue No. 2 : Does not arise.

Issue No. 3 : Does not arise.

Issue No. 4 : In the affirmative.

Issue No. 5 : As per para 9 below.

Issue No. 6 : As per order below.

REASONS

7. Issue Nos. 2 and 3 :—Issue no. 2 is on the point whether the charges levelled against the workman in the charge sheet dated 20-7-92 are misconduct. This issue was framed because workman had contended that the charges levelled against him in the said charge sheet do not constitute misconduct. The issue no. 3 is on the point whether the charges of misconduct are proved against the workman by acceptable evidence. This issue was framed because the workman had contended that the findings of the enquiry officer are perverse as they are not based on the evidence on record in the enquiry. The question of giving findings on the said issues does not arise because the enquiry itself is set aside. The findings would have required to be given only if it was held by this Tribunal that the enquiry conducted against the workman is fair proper and impartial as only then the Tribunal would have been required to go into the fact whether the charges levelled against the workman are misconduct and if so whether the said charges are proved in the enquiry. Besides, no evidence has been led by the employer before this Tribunal in support of the charges. In the present case the enquiry is set aside and consequently the findings of the enquiry officer also stand set aside. In the circumstances giving findings on the issue nos. 2 and 3 does not arise and I hold so accordingly.

8. Issue No. 4 : This issue pertains to whether the action of the employer in terminating the services of the workman w.e.f. 17-1-93 is illegal and unjustified. The employer terminated the services of the workman on the ground that he had committed misconduct and the charges of misconduct were proved in the enquiry conducted against him, as per the findings of the Inquiry Officer. As I have mentioned earlier the enquiry was set aside by this Tribunal by order dated 21-2-1997 and consequently the findings of the Inquiry Officer also stood set aside. Initially the employer had not sought permission to lead evidence before this Tribunal in support of the charges in case the enquiry was set aside and the subsequent application filed by the employer for permission to lead evidence was dismissed by order dated 18-11-97 for the reasons stated in the said order. Consequently there is no evidence from the employer to prove the charges levelled against the workman in the charge sheet dated 28th July 1992 which were to the effect that he had remained absent from 20th May 1992 to 18th June 1992 and that on earlier occasions also he had remained unauthorisedly absent for which he was warned. The services of the workman were terminated based on the above said charges. Now since the charges themselves are not proved the termination of services of the workman becomes illegal and unjustified. I therefore hold that the workman has succeeded in providing that the action of the employer in terminating his services w.e.f. 17-1-93 is illegal and unjustified. I therefore answer the issue no. 4 in the affirmative.

9. Issue No. 5 : This issue pertains to as to what relief should be granted to the workman. It is a settled law that once termination is held to be illegal

and unjustified, the normal rule is that the workman is entitled to reinstatement in service with full back wages. Adv. Shri Talaulikar, the learned counsel for the employer has submitted that back wages should not be granted to the workman because his past conduct was not good. He has relied upon the decision of the Supreme Court in the case of U.P. Co-operative Federation Ltd., vs. Ram Singh Yadav and others, reported in 1990 SCC (L & S) 548. I do not agree with the contention of Adv. Shri Talaulikar that back wages should not be granted to the workman because his past conduct was not good. In the first place there is no evidence on record as regards the past conduct of the workman though there is reference to it in the charge sheet. As I have stated earlier the charges of misconduct levelled in the charge sheet have not been proved against the workman. Secondly, the question of considering the past conduct of the workman for the purpose of awarding punishment to him would have arisen if the charges of misconduct were proved against the workman. In the present case since the misconduct is not proved against the workman the question of considering the past conduct of the workman does not arise. I have gone through the decision of the Supreme Court in the case U.P. Coop. Federation Ltd. (supra) relied upon by Adv. Shri Talaulikar. This decision is not applicable to the facts in the present case. In the said case the services of the employee was terminated on the ground that he had abandoned his service. The Allahabad High Court set aside the order of termination on the ground that no disciplinary proceedings were initiated against the employee before terminating his services. In appeal before the Supreme Court, the order of the High Court was upheld. The employee was referred to be reinstated but he was not granted any pay and allowances for the period from 21-7-77 till order of the High Court dated 3-7-89, because admittedly he had not worked for the said period. Pay and allowances were not granted to the employee by the Supreme Court for the above said period because the employee was at fault in not joining his new posting without any valid reason. It was a case of transfer. Therefore, the facts in the said case cannot be made applicable to the present case. In the present case since the services of the workman were terminated, there was no question of his reporting for work after termination of his services. In the circumstances, I do not find any substance in the submission of Adv. Shri Talaulikar that the workman should not be granted back wages on the ground stated by him. There is also no evidence on record to show that the workman was in gainful employment after termination of his service. It is therefore, just and proper to award reinstatement to the workman with full back wages. I, therefore, hold that the workman is entitled to reinstatement in service with full back wages and other consequential benefits. In the circumstances, I pass the following order.

ORDER

It is hereby held that the action of the Chairman, Mormugao Port Trust, Goa, in terminating the services of workman Shri Yemunappa C. Caudar, Ex-Seaman with effect from 17-1-1993 is illegal and unjustified. The workman Shri Yemunappa C.

Caudar is ordered to be reinstated in service with full back wages and other consequential benefits.

No order as to costs.

Inform the Government accordingly.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का.आ. 1148:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार जे एण्ड केमिनरल लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशन करती है, जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[सं. एल-29011/22/88-आई.आर. (बिविध)]

बी. एस. डेविड, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1148.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of J&K Mineral Ltd. and their workman, which was received by the Central Government on the 26-3-99.

[No L-29011/22/88-IR(M)]

B. D. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 92/91

President J&K Mining Workers Union, Bergon Coal Mines, Kalakot-185102.

— Petitioner

Versus

M/s. J&K Mineral Ltd, Old Secretariate Jammu-180001.

— Respondent.

Appearance :

For the workmen : Shri Joginder Singh.

For the Management : Shri Rajesh Sharma.

AWARD

Passed on 20th November, 1998

The Central Govt. vide Notification No. L-29011/22/88 IR (B) dated 18th July 1991 has referred the following Dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. J&K Mineral Ltd, Jammu, in denying promotion to S/Shri Om Prakash, Joginder Singh, M. Y. Khan, Dhani Ram, Bodh Raj Tilak Raj, Bodh Raj (S/o Martal) and

Miss Rajni Koul, Clerk, is justified? If not, to what relief the workmen are entitled to and from what date?"

2. Today the case was fixed for settlement. The General Secretary of the Union Shri Jogender Singh has made the following statement :

"The Union does not want to pursue with the present reference as it stands settled with the management. The reference be returned to the Ministry as settled."

3. In view of the above recorded statement of the rep. of the workman, the present reference is returned to Appropriate Govt. as settled."

B. L. JATAV, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का.आ. 1149:— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भूपेन्द्र सीमेंट वर्क एण्ड माला लाईम स्टोन माईन्स के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[सं. एल-29011/8/97-आई.आर. (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1149.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhupindra Cement Work & Malla Limestone Mines and their workman, which was received by the Central Government on the 26-3-99.

[No. L-29011/8/97-IR (Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 123/97

Workmen,
C/o President, Malla Quarry Worker's
Union, P.O. Malla Quarry, Via
Pinjore, Dist. Panchkula-134102.

--- Petitioner

Versus

The Works Manager/Agent,
Bhupindra Cement Works & Malla
Limestone Mines, B C W Surajpur,
Panchkula-133301.

Representatives :

For the workman : None.

For the management : Sh. Tajender Mohan
Singh Liberhan.

AWARD

(Given on 12th February 1999)

The Central Govt. Ministry of Labour vide Notification No. L-29011/8/97-IR (Misc.) dated 14th May 1997 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Bhupendra Cement Works, Surajpur of M/s. A.C.C. Ltd. represented through the Works Manager/Agent Malla Quarry in denying work/wages to their 82 workmen employed in Malla Quarry w.e.f. 20-1-1987 on account of suspension of Mining activities due to vacation of stay dt. 4-2-93 by the Punjab and Haryana High Court is justified? If not, to what relief the 82 workmen are entitled to?"

2. The present case was fixed for filing of claim statement by the workmen. Despite notices, the workmen did not put up appearance. It appears that the workmen are not interested to pursue with the present reference. In view of the circumstances, the present reference is answered against the workmen. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का.आ. 1150:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भूपेन्द्र सीमेंट वर्क के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[सं. एल-29011/6/95-आई.आर. (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1150.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhupindra Cement Works and their workmen, which was received by the Central Government on the 26-3-99.

[No. L-29011/6/95-IR (Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 78/95

President, Malla Quarry Workers Union, Malla Quarry, Via Pinjore, Ambala-134102.

— Petitioner

General Manager, Bhupendra Cement Works, P.O. BCW-Surajpur, Distt. Ambala-134102

— Respondent

Appearances :

For the workman : None.

For the management : Shri T. M. Singh, Librarian.

AWARD

The Central Govt. notification No. L-29011/6/95-I.R. (Misc.) dated 15th September, 1995 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Bhupendra Cement Works in not issuing notice u/s 9-A of the I.D. Act, 1947 before change of Shift is justified? If not, to what relief the workers are entitled?"

"Whether the action of the management of Bhupendra Cement Works in not increasing the medical reimbursement from Rs. 4,500/- to 10,000/- for the year 1994-97 is justified? If not, to what relief the workers are entitled?"

2. Today the case was fixed for filing of claim statement by the workman. But none appeared on behalf of the workmen. The rep of the management submitted that Union moved an application for withdrawal of the case on the ground that settlement has been arrived at between the parties and the parties does not want to pursue with the present reference. In view of the above, the present reference is returned to the Ministry as settled, Ministry be informed. Chandigarh

16-9-98

B. L. JATAV, Presiding Officer

मई दिल्ली, 26 मार्च, 1999

का.आ. 1151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी आफ इंडिया के प्रबंधक के संबद्ध निमित्तकों और उनके प्रमकारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[सं. एन-11012/7/95-आई.आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1151.—in pursuance of Section of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employee, in relation to the management of Air Port Authority of India and their workman which was received by the Central Government on the 26-3-99.

[No. L-11012/7/95-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 29/96

Bal Krishan S/o Late Sh. Lal Singh, Village Rachilu, Post-Badi, Distt. Kangra (H.P.)-176001.

— Petitioner

Vs.

Aerodrome Officer, National Airport Authority of India, Gangal (H.P.)-176209.

— Respondent

Representatives :

For the workman : None.

For the management : Shri Jitender Joshi.

AWARD

(Given on 23rd February 1999)

The Central Govt. Ministry of Labour vide Notification No. 11012/07/95-I.R. () dated 25th March 1996 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Airport Authority of India represented through Aerodrome Officer, Kangra Airport, Airport Authority of India, Distt. Kangra, H. P. in terminating the service of Shri Bal Krishan S/o Late Sh. Lal Singh a daily rated Chowkidar w.e.f. 3-6-93 is legal and just. If not to what relief the workman is entitled to and from which date?"

2. Today the case was fixed for filing of claim statement by the workman. Despite several notices none has put up appearance on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned for want of prosecution. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 मार्च, 1999

का.आ. 1152.—श्रीदो गिफ विवाद अधिनियम, 1947 (1947 का 14) धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लि. के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निदेशित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशन करनी है, जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[स. एल-11012/8/95-आई.आर. (विवाद)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1152.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of National Airport Authority of India and their workman, which was received by the Central Government on the 26-3-99.

[No. I-11012/8/95-IR (Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 28/96

Suresh Kumar S/o Late Sh. 'Roshan Lal',
Village Sanora Post Gangal,
Distt. Kangra (H.P.—176001.

--- Petitioner

Vs.

Aerodrome Officer,
National Airport Authority of India,
Gangal (H.F.)-176209.

—Respondent

Representatives :

For the workman : None.

For the management : Shri Jitender Joshi.

AWARD

(Given on 23rd February 1999)

The Central Govt. Ministry of Labour vide Notification No. L-11012/8/95-I.R. (Misc.) dated 25th March, 1996 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Airport Authority of India represented through Aerodrome Officer, Kangra Airport, Airport Authority of India, Distt. Kangra, H. P. in terminating the service of Shri Suresh Kumar S/o Late Shri Roshan Lal daily rated Chowkidar w.e.f. 3-6-93 is legal and just? If not to what relief the workman is entitled to and from which date?"

2. Today the case was fixed for filing of claim statement by the workman. Despite several notices none appeared on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लि. के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निदेशित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, म.-1, मुम्बई के पंचाट को प्रकाशन करनी है, जो केन्द्रीय सरकार को 1-4-99 को प्राप्त हुआ था।

[स. एल-29025/2/99-आई.आर. (विवाद)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 1st April 1999

S.O. 1153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No.-1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Petroleum Corporation Ltd., and their workman, which was received by the Central Government on the 1-4-1999.

[No. L-29025/2/99-IR (Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present

Shri Justice C. V. Govardhan

Presiding Officer

Complaint No. CGIT-1 of 1994

(Arising out of Ref. No. CGIT-76 of 1992)

PARTIES :

Petroleum Employees' Union : Complainant

Vs.

Bharat Petroleum Corporation Ltd. : Respondent
Bombay.

Appearances :

For the Management : Shri R. N. Shah

For the Union : Mr. Devadas, Advocate.

State : Maharashtra

Mumbai, dated the 1st day of March, 1999

AWARD

1. The Vice-President of the Petroleum Employees' Union has filed this complaint, alleging as follows :

The reference 76 of 1992 which is in respect of the dispute "Whether the action of the management of the Bharat Petroleum Corporation Ltd., Bombay, in not stipulating the working hours of the Retail Outlet Filters, now designated as Technicians (Retail) is legal and justified? If not what relief the workmen are entitled to?" is pending for adjudication. The Management has started victimising the concerned workmen for having raised the above dispute. The management has

transferred four workmen from one town to another as detailed in the complaint, by way of victimisation because of the espousal of the cause of the workers regarding working hours. The orders of transfer issued mentions that the Head quarters is being changed for these workmen to some other places. The change of headquarters by a transfer order during the pendency of the reference is in violation of Section 33-A of the I.D. Act. The workmen have settled in their respective places purchasing houses and their children are also taking education in the present place of work. If the transfer orders are effected it will cause grave prejudice to workmen. The union, therefore, prays for restraining the management from effecting the transfer issued to the above workmen.

2. The management in their reply contends as follows :

The transfer orders to these four workmen were issued as per their appointment letter and the settlement of 1982. It is not an attempt to alter the conditions of service to the prejudice of the workmen. The dispute between the management and the workmen is regarding fixation of working hours of Technician and not transfers of such technicians which are permissible under the long term settlement of 1982. Section 33 read with Section 33-A is therefore, not attracted. The transfer orders were issued as per the existing exigencies of the respondents work and it is not an act of victimisation or harassment. It is an incident of the service. Three of the four workmen had themselves been transferred earlier for administrative reasons. They are aware of conditions of transferability and have accepted the same. The respondents is engaged in the business of refining and distribution of petroleum products. The Retail Fitters do the job of maintaining and servicing the equipment at Retail outlets namely the petrol pumps. The Retail fitters are to be transferred from time to time for administrative reasons and in the wider interest of the public. The transfer order has been given effect to and the workers have been given joining time. They are also eligible for transfer benefits. The management has decided not to accede to the joint representation made by the four workmen on 11-7-94. It was recorded in their letter dated 19-7-1994. The respondents have in their normal course of business transferred several employees in the past on account of exigencies of service from one establishment to another. There is no dispute with regard to the change of headquarters in the reference mentioned. An employee holding a transferable post has no valid and vested right to remain posted at one place or other. He is liable to be transferred from one place to another. They cannot insist on remaining at one place. The plea of victimisation is not true. The transfer of the Technician (Retail) was in the course of business of the Corporation and they are not entitled to any relief. The complaint has to be dismissed.

3. On the above pleadings my learned predecessor has framed the following issues :

1. Whether the complaint is not maintainable in view of section 33 read with Section 33A of the Industrial Disputes Act, 1947.
2. Whether the complaint does not fall within the terms of Reference No. CGIT-1/76 of 1992.
3. Whether the complainants prove that the Respondents in seeking to transfer the complainants are attempting to alter the conditions of service.
4. Whether the complainants prove that this transfer amounts to victimisation and not for exigencies of service and/or for administrative reasons.
5. Whether the transfer of complainants is outside the terms and conditions of service set out in the letter of appointments and under clause 26 of Long Term Settlement of 1992.

Issue No. 2 to 5 :

This complaint has been given by the petroleum employees union against the management complaining that the transfer orders issued to the four persons mentioned in the complaint pending adjudication of a reference in I.D. No. 76 of 1992 is by a way of victimisation of the above workmen and it is a violation of Section 33-A. Since the transfer orders have been issued, pending adjudication of the main dispute, the union has also prayed for interim relief restraining the management from giving effect to the transfer orders. My learned predecessor who heard both sides regarding the granting of interim relief as observed in his order dated 22-7-94 that since it is a case of transfer justified on the ground of administrative exigencies and transfer of service is conditions of service, as a result of the provisions made by the settlement entered into in the year 1982, the said transfer orders cannot be set aside by this tribunal holding that provision of Section 33-A have been contravened. This observation has been made by my learned predecessor for disposing the application for interim relief. In his order, he has also observed that the learned counsel appearing for the workmen says that he wants time to prove victimisation by the Corporation before finally disposing of the complaint; but for reasons well known to them, the union has not chosen to let in any evidence before this tribunal to prove their case of victimisation of the employees by the Corporation. The complaint is liable to be dismissed on the ground that there is no evidence let in by the complainant of the allegation of victimisation yet for the sake of completion let us consider the four issues referred above. Ref. No. 76 of 1992 is in respect of a dispute between the management and the workmen, not with regard to any transfer issued to any workmen. It is in respect of the working hours of the workers, in all the branches of the retail outlets. Therefore, it cannot be stated that the transfer orders issued to the four workmen falls within the terms of the reference in I.D. No. 76 of 1992. Issue No. 2 has to be answered accordingly.

4. The long term settlement dated 30th April 1982 has a clause to the effect that the Corporation at its discretion will be entitled to transfer workmen covered under Part-I thereof from one establishment to another where presently existing or which may be set up in future within the union as per the exigencies of the Corporation work without bit being in a nature of victimisation/harassment. We have already seen that no evidence has been let in by the union to prove the charge of victimisation or harassment. Clause 26 of the long term settlement which is the basis for appointment orders issued to the workmen provides powers to the Corporation to transfer the workmen from one establishment to another, whether presently existing or which may be set up in future as per the exigencies of the work. The management has examined the staff and Industrial Relation Manager as its witness and he has stated in his evidence that they had 10 divisions in the Western Region previously and as a matter of policy they used to consider the longevity of service of a Retail Fitter in a particular Sales District and after taking back into account the same they used to take decisions to rotate them by transfers to give them exposure to different places as part of their probationary training. He has further stated that these decisions are also taken due to restructuring of Sales Districts. According to MW-1 one new posting area at Anand has been created and one of the employees has been transferred to Anand as per the exigencies of the above policy. In support of his evidence he has also filed certain orders which have been issued previously transferring Technicians from one place to another in the past also. The appointment orders issued to these workmen have also been filed by the management and these orders of appointment as well as orders confirming their appointment provides that they are liable to transfer to any establishment of the Corporation whether presently existing or which may be set up in future within the Indian Union in the same or similar capacity or re-designated as per exigencies of the Corporation work. The appointments orders, confirming the employees and clause 26 of the settlement of 1982 has provided for transferring an employee of the management due to exigencies. The Madras High Court has held in the decision reported in 1985 II T.M. Page 23 between Tamil Nadu Electricity Board, Madras and

K. Raman and another that under Art. 226 of the Constitution the High Court is not exercising administrative supervision of the affairs of the Electricity Board and the Board knows how to administer its affairs and that it cannot be gain said that transfer is an incidence of service and if it is a part of the conditions of service, it is not normally open to judicial review. They have also held that as a matter of fact in every day administration, day in and day out orders of transfers are passed on account of exigencies of administration and the Authority cannot be called upon to explain to the Court what the exigency is. Therefore, when it is not even possible for this Tribunal to call upon the management to explain the exigency, the evidence let in on behalf of the management both oral and documentary has established that transfer orders were issued to their employees to give them exposure to different places as a part of their probationary training and as a matter of policy after taking into consideration the longevity of service of Retail Fitter in a sales District decisions to rotate them by transfers is taken. Therefore, it cannot be stated that the respondent is seeking transfer of the complainants in an attempt to alter the conditions of service. Issue No. 3 has to be decided accordingly.

5. The management has referred to the following decisions in support of their contention that transfer of an employee is an incident of service and transfer cannot be evaded on the ground of difficulties. It is to be noted that the complainant has stated in their complaint that the employees have purchased house in their respective places where they are working and they have got school going childrens and if the transfer orders are implemented and if they have to shift their residence which will be their headquarters in their new station they will be put to difficulties since the management does not provide accommodation for them. In the decision reported in 1989 II Supreme Court cases Page 602 between Gujarat Electricity Board and Another vs. Atmaraja Sungeom Poshani, the Supreme Court has held that transfer of an employee is an incident of service and an employee has no right to be posted at a particular place and transfer cannot be evaded on the ground of difficulties. In the decision reported in 1966 I L.J. Page 110 between Syndicate Bank Ltd. and its workmen it has been held that the banks are entitled to decide on a consideration on the necessities of banking business whether the transfer of an employee should be made on a particular branch, that there is no doubt that the management is in the best position to know how to distribute its employees between different branches and that the Industrial Tribunals should be very careful before they interfere with the orders made by the bank in the discharge of their managerial functions. The principle laid down in the above decision applies in all force to the case on hand also since the Corporation is in the best position to judge how to distribute its employees between its different outlets and it has a right to decide whether a particular employee should be transferred to a particular branch. As already observed by me the complainant who has made an allegation of victimisation having failed to prove the same any interference by this tribunal on the transfer orders issued to the workmen and which were implemented would only amount to an interference by the tribunal, with the orders made by the Corporation in the discharge of its managerial functions. In that view I am of opinion that the complainants having failed to prove that the transfer amounts to victimisation and not for exigencies of service or for administrative reasons, cannot be heard to contend that the transfer of complainants is outside the terms and conditions of service set out in the letter of appointment and under clause 26 of long term settlement. Issue No. 4 & 5 are therefore, decided accordingly.

Issue No. 1 :

Section 33 of the Industrial Dispute Act provides that conditions of service etc. is to remain unchanged under certain circumstances during pendency of proceedings. In the case on hand the proceedings which were then pending before this tribunal was a dispute with regard to the working hours of the Fitters redesignated as Technician (Retail). The complainants in this complaint have come forward with this complaint contending that they were transferred and it is a violation of Section 33. Section 33 contemplates the conditions of service to remain unchanged in regard to any matter connected with the dispute. The dispute referred for adjudication not being as one connected with

the transfer of the employees, Section 33 cannot be said to have been attracted. When section 33 is not attracted section 33-A which provides for special provision of adjudication as to whether conditions of service etc. changed during the pendency of proceedings is also not attracted since the section provides that when an employer contravenes the provisions of section 33 during the pendency of proceedings any employee aggrieved by such contravention may make a complaint in writing. When Section 33 itself is not attracted application of section 33-A also cannot be appreciated. The filing of a complaint under Section 33-A in the above circumstances is misconceived and the complainant is not entitled to any relief. In that view I hold on Issue No. 1 that the complaint is not maintainable and it is to be dismissed.

6. In the result, the complaint is dismissed as not maintainable.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 30 मार्च, 1999

का.आ. 1154:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, नागपुर के प्रबंधन के संबंध में निवेदन और उनके कर्मचारियों के बीच, अन्तर्गण में निवेदन औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[मं. एन-12012/53/93-आई.आर. (बी-1)]

सनातन, डेस्क अधिकारी

New Delhi, the 30th March, 1999

S.O. 1154.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, Nagpur and their workmen, which was received by the Central Government on 26-3-1999.

[No. L-12012/53/93-IR(B-I)]
SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Presiding Officer- -Shri D. N. Dixit.

Case No. CGIT/LC/R/124/93

State Bank of India,
Region-II,
Nagpur.

Applicant.

Versus

Shri S. E. Rewatkar,
Workman.

Non-applicant.

AWARD

Delivered on this 15th day of March, 1999

The Ministry of Labour, Government of India vide its order No. L-12012 53/93-IR(B-I) dated 18-6-93 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of State Bank of India in terminating the services of Shri S. E. Rewatkar w.e.f. 25-10-90 is legal and justified? If not, what relief he is entitled to and from which date?"

2. On 26-2-98, this case was fixed for appearance of workman. A telegram was received from him requesting for fixing this case on 27-2-98. Accordingly the case was fixed on 27-2-98. The workman remained absent. The workman remained absent on 24-4-98, 29-6-98, 18-8-98 and on 13-10-98. It seems he is not interested in prosecuting the present dispute. The award is given in favour of the management and against the workman. Parties to bear their own cost.

3. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 26 मार्च, 1999

का.आ. 1155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-3-99 को प्राप्त हुआ था।

[सं. एल-12012/70/93-आई.आर. (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 26th March, 1999

S.O. 1155.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 24-3-1999.

[No. L-12012/70/93-IR(B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-1 LABOUR COURT, CHANDIGARH

Case No. I.D. 103/93

Nirmal Singh,
C/o Shri Kulwant Singh,
Branch Secretary, All India
Overseas Bank Employees Union,
S.C.O.-13, Sector 7-C, Madhya Marg,
Chandigarh 160007.

Versus

Regional Manager,
Indian Overseas Bank,
Sector-7, Madhya Marg,
Chandigarh-160007.

APPEARANCE :

For the workman : None.

For the management : Shri R. K. Chopra.

AWARD

Passed on 8th February, 1999

The Central Government Ministry of Labour vide Notification No. L-12012/70/93-IR(B.II) dated 1st September, 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Indian Overseas Bank in ignoring Mr. Nirmal Singh for the post of messenger, with daftri allowance at Punjab

Agro Industries Extension Counter, attached to Chandigarh Branch and instead selecting Shri R. S. Yadav is legally just and valid? If not, then to what relief Shri Nirmal Singh is entitled to and from which date?"

2. Despite several registered notices, none has put up appearance on behalf of the workman. It appears that the workman is no longer interested to pursue with the present reference. In view of the above, the present reference is returned for want of prosecution. Appropriate Government be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 30 मार्च, 1999

का.आ. 1156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राजगढ़ सिहोर क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयलपर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-99 को प्राप्त हुआ था।

[सं. एल-12012/126/90-आई.आर. (बी-III)]

सानतन, डेस्क अधिकारी

New Delhi, the 30th March, 1999

S.O. 1156.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajgarh Shohre Kshetriya Gramin Bank and their workman, which was received by the Central Government on 26-3-1999.

[No. L-12012/126/90-IR(B-III)]
SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Presiding Officer—Shri D. N. Dixit.

Case No. CGIT/LC/R/188/90

Shri Ramchandra Jhawa,
S/o Shri Rodmal Jhawa,
Hafiz Colony,
Behind Hospital Rajgarh,
Bilga (MP).

Applicant.

Versus

The Chairman,
Rajgarh Shohre Kshetriya Gramin Bank,
Rang Office Bilga (MP).

Non-applicant.

AWARD

Delivered on this 10th day of March, 1999

1. The Government of India, Ministry of Labour vide order No. L-12012/126/90-IR(B.III) dated 21-9-90 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Rajgarh Shohre Kshetriya Gramin Bank, Bilga, in dismissing Shri Ramchandra Jhawa S/o Shri Rodmal Jhawa, clerk-cum-cashier w.e.f. 1-4-89 is justified? If not, what relief the workman is entitled to and from which date?"

2. According to management, the workman Ramchandra Jhawa was appointed cashier-cum-clerk in the management of Bank from 21-1-84. He was posted at Gagroini branch

of the Bank from December 1986. The various complaints were received against the workman and he was given a charge-sheet for the following misconducts :—

- (a) On 17-12-87, he received Rs. 474 from customer Ramlal Gupta but did not deposit it in his Account on this date.
- (b) On 6-12-87, the workman received Rs. 300 from customer Shri Girish Gupta and did not deposit it in his account.
- (c) The workman received Rs. 400 on 22-3-88 from customer Mangilal and did not deposit this amount in his account.
- (d) The workman received Rs. 500 on 15-1-88 from Shri Nath Das Gupta a customer of the Bank and did not deposit this amount in his account.

3. The workman has attained loan from the Bank for the purchase of motorcycle but did not produce the registration of the vehicle and did not mortgage the vehicle with the Bank. The workman sold his vehicle without prior permission of the Bank. The workman did not deposit the amount he received by sale of motorcycle and against the rules kept this amount with him. Thus the workman had cheated the Bank. This was the second charge against the workman.

4. A departmental enquiry was held against the workman and he was found guilty of charges. The workman was given a show cause notice about the proposed punishment. His reply was considered and the Appointing Authority found the workman guilty on misconduct and dismissed him. The workman filed the appeal which was also dismissed. The workman again preferred an appeal before chairman of the Bank and this also was dismissed.

5. The workman was given all the opportunity to defend himself in the DE. The DE was conducted as per rules and principles of natural justice. The workman submitted his resignation on 11-3-89 the workman was found guilty of the misconduct and given the punishment of termination of service. The contention of the management is that workman deserves no sympathy and this order be of termination be maintained.

6. According to workman he has not received the 4 amounts from Shri Ramlal Gupta, Shri Girish Gupta, Shri Mangilal and Shri Nath Das Gupta. The workman further denied his signature on the counter slips. He demanded the same to be examined by handwriting expert. This facility has been denied to him. The manager of the Bank was biased against the workman and he collected witnesses and fabricated evidence. As regards the loan for motorcycle, the workman has committed no mistake or error. As the workman belongs to SC, the manager was biased against him and fabricated evidence and created circumstances which lead to the termination of the service. A departmental enquiry was conducted in a partial manner and the applicant could not defend himself properly. A punishment given to the workman is proportionate to the misconduct and be quashed. Workman wants that he be reinstated and the wages and allowances be paid to him.

7. This court on 25-4-96, found that the procedure adopted in the DE against the workman is proper, valid and legal.

8. According to workman he has moved an application on 7-3-89 to examine document Ex. ME-19 and ME-21 by handwriting expert. ME-19 and ME-21 were admitted by the workman in the DE on 30-9-88. The Enquiry Officer gave his findings on 9-12-88. The disciplinary authority gave personal hearing to the workman on 28-2-89. After this the workman claims to have demanded for experts opinion on 7-3-89. After the conclusion of the enquiry, and after personal hearing to the workman by the disciplinary authority and alleged demand for handwriting experts opinion was made on 7-3-89. The original application dated 7-3-89 has not been produced by the workman. The workman failed to prove that he made a demand for documents to be examined by handwriting expert on 7-3-89. Further this demand was never raised before the Enquiry Officer so it is clearly an after thought. The procedure followed by the management in respect of a customer for making cash deposit is that he fill in a pay-in-slip along with this form he gives

cash to the cashier. The cashier accepts the cash and signs the pay-in-slip. This amount is mentioned in the pass book. The pass book and the pay-in-slip are proved that customer have deposited the amount with the Bank. In the present case, the pay-in-slips and pass books have been produced by the customers in the DE. The workman has no where disputed the alleged credit entries in his hand in the pass book.

9. Thus even without the help of the handwriting expert, it was clearly proved in the DE that the workman has accepted on 17-12-87, 6-12-87, 22-3-88 and 13-1-88 cash from customer Ramlal Gupta, Girish Gupta, Shri Mangilal and Shri Nath Das Gupta and these amounts were not deposited in the accounts of the customers. The workman has committed mis-appropriation.

10. Misappropriation of public funds is an offence under Indian penal code. Mis-appropriation by an employee of a financial institution is a very serious misconduct. A dishonest person cannot remain in the service of the Bank where honesty, integrity and the public confidence are paramount requirements and foundation of any banking system.

11. The workman has tendered his resignation and admitted his guilty still his resignation has not been accepted by the management. The charge of mis-appropriation was conclusively proved in the enquiry against the workman. The punishment of dismissal is adequate for this misconduct. This misconduct is neither negligence nor mistake. It is calculated and deliberate cheating by the workman.

12. Repeatedly the workman had said that he belongs to SC, he should be dealt leniently and softer punishment be given to him. It is not possible to take into consideration the caste of the workman while judging him for misconduct and while giving him punishment. The cost has got nothing to do with the gravity of the offence or the punishment. The workman is using his past to gain sympathy and to mitigate the misconduct. The workman can get no relief because he belongs to a particular caste.

13. The management has proved that the workman has misappropriated the amount received on behalf of the Bank from 4 customers namely Shri Ramlal Gupta, Shri Girish Gupta, Shri Mangilal and Shri Nath Das Gupta. Thus the workman has committed mis-appropriation of bank funds deliberately and knowingly. For this offence, the punishment of dismissal is adequate and proportionate.

14. The Award is given in favour of the management. The action of the management are endorsed. Parties to bear their own cost.

15. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का.प्र. 1157:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन. ई. रेलवे, गुवाहाटी के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण गुवाहाटी आसाम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-99 को प्राप्त हुआ था।

[सं. एन-41012/156/96-आई.आर. (बी-1)]

मनातम, ईस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1157.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati, Assam as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of N.E. Rly., Guwahati and their workman, which was received by the Central Government on 30-03-1999.

[No. L-41012/156/96-IR(B-I)]
SANATAN, Desk Officer.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 8(c) of 1997

PRESENT:

Shri K. Singh, LL.B., Presiding Officer, Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between:
The Management of N.E. Rly.,
Maligaon, Guwahati.

-Versus-

Shri Shwadesh Kr. Roy.

APPEARANCE:

Shri P. B. Dass Advocate.

Shri A. Dasgupta, Advocate.

AWARD

This Industrial Dispute has been registered on the basis of the reference made by Desk Officer, Govt. of India, Ministry of Labour, New Delhi vide its letter No. L-41012/156/96-IR(B-I) dated 19-8-97 to adjudicate the dispute arising between the Management of N.E. Railway and its workman Shri Shwadesh Kr. Roy on the following issue:

"Whether the action of the Rly Administration Represented by FA&CAO Adm. N.E. Rly., Maligaon in terminating the services of Shri Shwadesh Kumar Roy, ex-substitute emergency peon without giving him any opportunity of being heard and without payment of retrenchment compensation as required under section 25F(B) and not giving him preference of re-employment as required under sec. 25-F(K) of the I.D. Act, 1947 is justified? If not, what relief the workman is entitled to?"

On receipt of aforesaid reference this case has been registered and notices upon both parties were served, on receipt of which both the parties have filed their written statement alongwith the document. The evidence of witnesses adduced by both the parties were recorded and documents filed therein were also exhibit.

The fact of the case in brief is that the workman Shri Shwadesh-Kr. Roy was appointed as substitute emergency peon on 9-7-93 against the vacancy arose on condition that at the first instant appointment would be for a period of 3 months and thereafter it would be extended on receipt certificate from the Controlling Officer as to his satisfactory performance (at whose dismissal his services were placed and accordingly from Shri S. C. Biswas, D.F.A.(H.O.)) But on his retirement, he was released from the service on 19-4-94 after completion of 287 days of uninterrupted service without

giving him any notice asking him to show cause as to him removed. At the time of release from service, he was paid one month salary as per rule. It is alleged that he was again appointed on said post on 22-8-94 and attached with Shri J. C. Baroi Chief Cashier [J.A.] Maligaon and again he was removed suddenly on 24-10-95 without showing any reason and without compliance with the provision of law laid down in that behalf. The workman having failed to get any relief from his authority concerned raised this Industrial Dispute on the issue already quoted herein above.

The management, N.E. Railway has contended the case by filing written objection contending inter alia that the workman was appointed as substitute emergency peon for a period of three months for the first time on 9-7-93 and on approval the concerned authority vide order dated 7-7-93 his service shall be extended on receipt of satisfactory report from the officer concerned with whom he was attached. But as Shri S. C. Biswas was retired from the service the workman was terminated from service by paying 30 days pay in lieu of 30 days notice as per law laid down in section 25(F) of Industrial Dispute Act. The workman was again re-appointed as substitute emergency peon and attached to Shri J. C. Baroi and was again terminated from the service on 24-10-95 as his service was not found to be satisfactory. The management has contended that removal of the workman from the service was in accordance with law, no dispute can be raised under I.D. Act.

I have heard the argument advanced by the learned advocate for both the parties who has made submission in the light of the contention raised in their pleadings. The learned counsel for the workman, Mr. Ashish Dasgupta appearing for the workman has submitted that the management has not complied with the provision of law has laid down Section 25(F) of the Industrial Dispute Act which runs as follows: Conditions precedent to retrenchment of workmen. No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice; Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service.

(b) the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous of service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified the appropriate Government by notification in the official Gazette.

As per Clause 1 of aforesaid Section of Law the workman has to be served 30 days notice stating reason of removal from the service before termination or should be paid wages for a period of 30 days. As the workman has not been served 30 days notice before his removal stating the reason of doing so, the order

of dismissal as void ab-initio. In support of his contention, he relied on AIR 1984 SC page 500 the relevant para is as follows : "Industrial Disputes Act (14 of 1947), Section 25-F, 2(oo) Retrenchment Notice Termination of service on account of recession and reduction in volume of work of company. It amounts to retrenchment. Pre-requisites for valid retrenchment is not complied with. Retrenchment bringing about termination of service would be void ab initio. Where the service of the employee of Company was terminated on account of recession and reduction in the volume of work of the company, and the termination of service of the employee did not fall in any of the excluded categories the termination of his service would amount to retrenchment. "That being so, when the pre-requisite for a valid retrenchment as laid down in Section 25(F) was not complied with, the retrenchment bringing about termination of service of employee would be ab initio void". He has further based his contention on another case law reported in AIR 1984 SC Page 854.

The learned counsel appearing on behalf of the management has submitted that this provision of law laid down to Section 25(F) of the I.D. Act has been complied with by paying wages for 30 days in lieu of notice for 30 days which is provided in clause 'A' of the said Section of law. From the material on record I have also found that the workman was paid wages for 30 days at the time of first retrenchment. But it is an established fact that the workman was re-appointed for the second time on 22-8-94 and was terminated from the service with effect from 24-10-95 because of alleged unsatisfactory service on his part. But at the time of termination of service for the second time the workman was neither paid any wages as compensation nor any notice to show cause has been served on him in compliance of the provision of law laid down in Section 25(F) of the Act. From the perusal of the evidence adduced on behalf of the management, I find that the workman has not been served with any notice of show cause before termination nor any compensation was paid to him. Not only that the workman has not been given any opportunity of defending his case before termination for the second time. Although provision for giving opportunity of being heard of the workman before his termination from the service has not been provided under Industrial Dispute Act, but such right flows from the principle of natural justice basing on concept of Audi Alteram Partem i.e. no body should be condemned unheard nor any order affecting the right of an individual should be passed without giving him a fair and reasonable opportunity of being heard. This being the spirit of principle of natural justice, I find that for non compliance of said principle of justice, the order of termination terminating the service of the workman cannot be said to be good, fair, and reasonable. Moreover, as has already been stated above, the order of termination suffers from legal infirmities for non-compliance of provision of law laid down in Section 25(F).

From what has been stated above I hold that order of termination of the workman for the second time is illegal and same needs to be set aside which I accordingly do.

In the result this reference is answered in favour of the workman by setting aside order of termination and the Management N.E. Railway is directed to dispose the matter by giving the workman a fair and reasonable opportunity of being heard by serving show cause notice on him thereby enabling him to defend his case by filing objection if any. The matter may be disposed as early as possible.

I give this award on this 10th March, 1999 under my hand and seal.

K. SARMA, Presiding Officer.

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार एच. पी. सी. एल. के प्रबन्धकों के संबंध नियोक्तों और उनके कर्मचारों के बीच, अंतुष्ट में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण-I, हैदराबाद के पंचाद को प्रकाशित करने के जो केन्द्रीय सरकार को 1-4-99 को प्राप्त हुआ था।

[सं. एल-30012(101)/96--आई आर (कोल-I)]

प्रियाम सुन्दर गुप्ता, डेस्क अधिकारी.

New Delhi, the 1st April, 1999

S.O. 1158—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-I, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL and their workman, which was received by the Central Government on 01-04-99.

[No. L-30012(101)/96-IR(Coal-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD.

Present : —Shri C.V.Raghavaiah, B.Sc., BL,
Industrial Tribunal-I

Dated : Monday, the 21st day of December, 1998
INDUSTRIAL DISPUTE NO. 67 OF 1997.

Between :

Shri Shaik Kareemulla, S/o Sh. Dadapeer,
H. No.B-41/713, Asbestos Hills Colony,
Balanagar, Hyderabad-500 037. ..Petitioner

And

1. The Sr. Regional Manager,
Hindustan Petroleum Corporation Limited,
130 & 131/1, Sebastian Road, S.D. Road,
Secunderabad.

2. The Manager (Installation).

Hindustan Petroleum Corporation Limited

P.B. 1913, Sanathnagar,

Hyderabad.

... Respondents.

Appearances :

Sri William Burra, Advocate for the Petitioner.

M/s. A. Krishna Murty, P. Nageswara Sree and

C. Niranjan Rao, Advocates for the Respondents.

AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-30012(101)/96-JR (Coal-I), dt. 17-10-1997 made the following Industrial Dispute under Section 10(1)(d) and sub-Section (2A) of Industrial Disputes Act, 1947 for adjudication :

"Whether the action of the management of M/s. H.P.C.L. Sanathnagar, Hyderabad in terminating the services of Shri Kareemulla without following the provisions of Section 25-F of the I.D. Act is justified? If not, to what relief, is the workman concerned entitled?"

Both the parties made appearances through their advocates and filed their pleadings.

2. The concerned workman filed his claims statement contending as follows. The workman Sri Kareemulla (hereinafter called as 'petitioner') was orally appointed in the month of March, 1993 as casual worker in Sanathnagar Bulk Plant of Respondent. He was designated as Lab. Attender and paid at the rate of Rs. 81 per day on the actual days he worked. He continued in the employment till October 1995. He was paid bonus for the accounting years 1993-94 and 1994-95. The ESI Contributions were deducted from his wages. He contended that a perusal of the wages sheets etc., would show that he worked more than 240 days in the years 1993 and 1994 if the Public Holidays and weekly rest days are taken into account and even without taking into account the public holidays and weekly offs, he worked for more than 240 days in the year 1994 but to his surprise, he was removed from service orally on 20-10-1995 without paying any terminal benefits or notice in lieu thereof that he orally requested the respondent to take him back into employment but in vain. Hence he approached the Conciliation Officer but the conciliation also ended in failure, which resulted in this reference. The petitioner thus contended that the action of the respondent in not allowing the petitioner to work in the respondent-establishment is illegal and against the provisions of the I.D. Act. He prayed for reinstatement with full back wages and continuity of service.

3. The Respondent-Corporation filed a counter resisting the claims statement. It contended that the reference is beyond the scope and ambit of Section

10(1)(d) of I.D. Act for reason that the Government of India has no jurisdiction to refer this matter in respect of the casual labour. Hence the present reference is liable to be rejected. In fact the 2nd portion of reference i.e. without following the provisions of Section 25-F of I.D. Act is not at all the dispute before the conciliation officer and in the failure report submitted by the conciliation officer also there was no mention about the alleged violation of Section 25-F of the I.D. Act and as such the Government has no power to include provisions which is not in dispute. Therefore the present reference is not on the basis of the failure report, as such the present reference is liable to be rejected.

It however admitted that the petitioner was engaged as casual labour on daily rate depending upon the exigencies of work and he was paid wages @Rs. 81 per day and the payment was paid once in a week. It however contended that the petitioner has no lien in the respondent establishment as his appointment was purely on casual basis. Hence the provisions of I.D. Act are not applicable. There is no termination or dismissal or retrenchment or whatsoever nature of the services of the petitioner, as such he cannot be permitted to raise Industrial Dispute as the respondent never terminated the petitioner at any point of time. It contended further that casual labourers are engaged depending upon the exigencies of work and the petitioner is not a workman under Section 2(s) of I.D. Act as the petitioner was engaged on daily basis in the respondent-establishment and he was disengaged with effect from 29-10-1995. Therefore the question of removing the petitioner from services does not arise. The contention of petitioner that he worked more than 240 days, has no application to the present case as he was engaged only on casual basis.

It further contended that the petitioner is gainfully employed elsewhere. The petitioner was not engaged with effect from 29-10-1995 and whereas the petitioner has moved the conciliation officer only on 9-7-96. Therefore it is evident that the petitioner was gainfully engaged elsewhere. It prayed for that the claim petition may be dismissed with costs.

4. The following point arises for consideration :

"Whether the action of the management of M/s. H.P.C.L. Sanathnagar, Hyderabad in terminating the services of Sri Kareemulla without following the provisions of Section 25-F of the I.D. Act is justified? If not, to what relief, is the workman concerned entitled?"

5. In support of their contentions, the petitioner examined himself as WW1 and marked Exs. W1 to W 8, while the respondent examined M.W.I. Jothi and marked Ex M1.

6. **POINT No. 1 :** The petitioner Shaiq Karimullah is seeking reinstatement as Lab Asst. in the respondent company which is a public sector company on the ground that his services have been terminated with effect from 20-10-05 though he has been working from March 1993 as a casual worker on a daily wages of Rs. 81 in violation of Sec. 25(F) of the I.D. Act as such his termination from service which amount to retrenchment is illegal. The respondent however disputed the claim of the petitioner for his reinstatement on several grounds.

7. It is the contention of the respondent that the petitioner was engaged as a casual labour on daily wage basis depending upon the exigency of work from 3-3-93 with no obligation to provide work for him everyday and that due to lack of sufficient work the petitioner was disengaged from service with effect from 25-10-95. According to it as the petitioner is only a casual labour he is not a workman within the meaning of Sec.2(5) of the I.D. Act and that his disengagement being discharge simpliciter but not retrenchment within the meaning of Sec. 2(o) of the I.D. Act i.e. question of non compliance of Sec. 25(F) of the I.D. Act does not arise even if it is assumed that he has worked for 240 days in a calendar year prior to date of engagement.

8. Thus there is controversy as to whether the petitioner is a workman within the meaning of Sec. 2(5) of the I.D. Act if so whether his termination from service from 25-10-95 amounts to retrenchment within the meaning of Sec. 2(o) of the I.D. Act or discharge simpliciter as there is no dispute that he worked for 240 days in a calendar year of 12 months preceding date of termination and if it is a case of retrenchment whether it is invalid due to non compliance of Sec. 25(F) of the I.D. Act as admittedly no notice of termination or pay in lieu of notice of one month and retrenchment compensation was paid.

9. First I shall take up the question whether the petitioner who was admittedly engaged as a casual labour on daily wage basis can be treated as a workman within the meaning of Sec. 2(s) of the I.D. Act. Sec. 2(s) defines the expression workman as follows :

The workman means any person including apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational or supervisory work for hire or reward, whether the terms of employment be expressed or implied and for the purpose of any proceedings under this Act in relation to an industrial disputes, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequences of that dispute or whose dismissal, discharge or retrenchment has lead to that dispute but does not

include any such persons mentioned in clauses 1 to 4.

10. There can be no doubt that the respondent is an industry as it is engaged in the systematic activity of refining and distribution of petroleum products with the co-operation of its workmen within the meaning of Sec.2(j) of the I.D. Act.

11. According to the learned counsel for the respondent the petitioner is not a workman but only a casual labour engaged on daily wages, the concept of which is that his work starts in the morning and closes in the evening with no obligation on the part of the petitioner to report for duty on the next day and in case of such casual labour the provisions of the I.D. Act are not applicable as their engagement is only on the basis of the need of the work within right to post and even if he worked for 240 days as provided U/s.25(b) of the I.D. Act he cannot be conferred status of workman U/s. 2(s) of the I.D. Act. In support of the contention he placed reliance on a decision in the case of Madhyamika Siksha Parishad vs. Anil Kumar Mishra AIR 1994 Supreme Court 1638 and also in the case of Himanshu Kumar Vidyarthi and other vs. State of Bihar and others 1997(2) LLN 1982.

12. The learned counsel of the petitioner on the other hand contended that though the petitioner was employed as a casual labour, he is a workman within the meaning of Sec.2(s) of the I.D. Act as respondent in Para-12 of the counter has admitted that the status of the petitioner is that of a badli workman, in which case provisions of the I.D. Act are applicable to him as he has to be treated as workman within the meaning of Sec. 2(s) of the I.D. Act. It is submitted that even if a person is appointed on adhoc basis he shall be deemed to be workman within the meaning of Sec.2(s) of the I.D. Act. In support of his contention that the badli workman as well as daily rated worker has also to be treated as workman and if his services were terminated without following the required procedure the same has to be held as void he placed reliance on a decision of Delhi High Court in workmen of DCP Vs. Municipal Corporation Delhi 1987(1)LLJ 85, of the Supreme Court in Digwadih Collieries vs. Their workmen 1965(2)LLJ 118(SC) of Bombay High Court in Raymonds Woollen Mills Limited Vs. CS Sonavam and others 1993(1)LLJ page 1162. Thus both the parties are relying on decisions in support of their contention and petitioner is further relying on the para 12 of the counter wherein it is stated that the status of the casual worker is that of a badli workman.

13. The evidence of petitioner as PW1 would show that he has been appointed as a Casual lab attendant on daily wage basis from 3-3-93 that he

worked as such upto 28-10-95, that his services were terminated from 29-10-95, that he was not given appointment or termination order in writing that he was paid wages either daily, weekly or monthly as per the convenience of the employer as borne out by Ex.W1 bunch of wage sheets that he has also paid bonus for the year 1993-94, 1994-95, 1995-96 as borne out by Ex. W2 and Ex.M1 and that he was not taken into service inspite of repeated requests as a result of which he gave Ex.W3 representation to the Asst. Labour Commissioner, Hyderabad for holding the conciliation meeting but it ended in failure as borne out by Ex.W4 minutes of conciliation and Ex.W5 is conciliation failure report. He denied the suggestion that there is no contract of service that his work starts in the morning and ends in the evening that there is no obligation on the part of the employer to give job everyday or on his part to report for duty everyday and he was engaged depending upon the exigency of service. He has however admitted that the management has not given any assurance that he will be provided with work everyday and that being a casual labour he was not given any appointment order.

14. The evidence of MW1 who is working as manager in the respondent company at Hyderabad since 1988 and who gave evidence on the basis of records, however would show that MW1 was engaged purely on work exigency as a casual labour with no obligation to provide work regularly and that the concept of the casual employment is that it starts in the morning and ends in the evening and that the management has got discretion either to engage or not to engage a particular person as a casual labour and WW1 has no right to claim regular employment being a casual labour and he has no right or lien over employment as in the case of permanent employee.

15. Thus as per the evidence of WW1 he is a workman whereas according to the evidence of MW1 who has no personal knowledge the status of the WW1 is only is that of a casual labour but not a workman. But a perusal of counter would show that it has been mentioned in para 12 that the status of a casual worker is that of a badli workman which means a substitute. The meaning of badli in the common parlance is a person appointed in the vacancy of permanent employee or probationer. As per the definition of 'workman', any person engaged for wages or reward to do skilled, unskilled, technical operation and other type of work including an apprentice is a workman and as per the said definition only those (i) persons who are subject to Air Force Act, Army Act, Navy Act (ii) who is employed in the police service, or an officer or other employees of a prison or (iii) who is employed mainly in a managerial or administration capacity or who is

being employed in a supervisory capacity and draws wages exceeding Rs. 1600 per month or exercises either by nature of the duties attached to the office or by reason of the power vested in him functions mainly on managerial nature are not workmen. Thus only the above category of persons are excluded from the definition of workman. As per the decision relied on by the learned counsel for the petitioner that provisions of the I.D. Act are applicable to even badli workman and they are entitled to protection under the I.D. Act. Thus it is obvious that badli workman also comes within the meaning of workman as defined U/s.2(s) of the I.D. Act as otherwise termination of his service after completing 240 days of service immediately preceding the date of termination without following provisions of Sec.25(F) of the I.D. Act would not have been held illegal. There can however be no quarrel regarding principles of law laid down in the decision cited by the learned counsel for the respondent. I am however of the view that they have no bearing on the facts of the case in view of the stand taken by the respondent in para-12 of the counter that the status of the casual labour is that of a badli worker, who is entitled to protection under I.D. Act as per the decision relied on by the learned counsel for the petitioner.

16. The evidence on record would show that WW1 has been engaged for a sufficiently long time though intermittently from 3-3-93 till 29-10-95 as borne out by Ex.W1 wage slip of the petitioner. Ex.W2 bonus sheet relating to petitioner would show that he worked for 251 days during the financial year 1993-94 and for 284 days during the financial year 1994-95 and as per Ex.M1 bonus sheet marked on behalf of the respondent the petitioner worked for 108 days during the financial year 1995-96 i.e. from April 1995 to October 1995. It is therefore difficult to believe that he has been engaged only as a casual labour to meet the exigency of service in a lab the factory belonging to the respondent which is of perennial and continuous nature on daily wages of Rs. 81. I am therefore of the view that the respondent has come up with the theory that WW1 is only a casual labour so that he may not be treated as a workman within the ambit of Sec. 2(S) of the I.D. Act, and thereby deny him the benefits of the I.D. Act. Hence I negate this contention of the respondent.

17. It is next urged by the learned counsel for the respondent that the disengagement of the petitioner from 29-10-95 would amount to only discharge simpliciter but not termination amounting to retrenchment. It is also contended alternatively that the case of the petitioner

is covered by proviso bb of sec. 2(55) as it is a case of non renewal of contract employment or termination under stipulation in that behalf in the contract and hence in any view of the matter it cannot be said that it is a case of retrenchment as the disengagement would not amount to termination and all terminations are not retrenchment though all retrenchment may amount to termination from service. It is submitted that even if the petitioner has worked for more than 240 days in a calendar year prior to disengagement he is not entitled to be reinstated as it will not create any right for regularisation. In support of this contention he placed reliance on a decision in *Triveni Shankar Saxena vs. State of U.P.* AIR 1992 Supreme Court 496 in the case of *Delhi Development Horticultural Employees Union vs. Delhi Administration* Delhi AIR 1992 Supreme Court 789 and AIR 1994 Supreme Court 1638 which was already referred.

18. The learned counsel for the petitioner has however contended that the termination of the service of the petitioner would amount to retrenchment within the meaning of Sec. 2(oo) of the I.D. Act. He has submitted that the petitioner had worked for more than 240 days in financial year as well as calendar year prior to his termination from service. Thus he worked for a continuous period of one year as defined U/s. 25(B) of the I.D. Act and the termination of services of even temporary employees on the ground of surplus labour or on the ground that he is only an adhoc temporary employee would amount to retrenchment. In support of this contention he placed reliance on a decision reported in 1993 (1) LLN 809, (*Umesh Saxena Vs. Labour Court, Agra*, 1993 (1) LLJ 1162 *Raymonds Woollen Mills Ltd Vs. C.S. Sonavam* in 1974 LAB I.C. 706 *Management of M/s. Will Cox Buckwell India Vs. Jagannath and Others* 1981(3) Supreme Court case 225, *Mohajlal Vs. Management of Bhara Electronics*, 1987 (1) LLJ page 85 workman of Municipal Corporation of Delhi and Management of Municipal Corporation of Delhi.

19. It is therefore to be seen whether the termination of the service of the petitioner is discharge simpliciter or amount to retrenchment. It is well settled that all retrenchment is termination of service but all termination of service may not be retrenchment. In order to be retrenchment the termination of service has to fall within the ambit of definition of 'retrenchment' U/s 2(oo) of the Act. Termination of service of workman as a measure of retrench-

ment without complying with the requirements U/s. 25(F) of the I.D. Act would be illegal. It has been held in the case of *Punjab L.D. T.R.C. Limited, Chandigarh Vs. Presiding Officer, Labour Court, Chandigarh* 1990 (II) LLJ page 10 the expression 'retrenchment' should be understood in wider literal meaning to mean termination for any reason whatsoever. It is also well settled that the burden of proof that the termination of the services of the workman amounts to retrenchment is on the person whom put forward the said claim i.e. to say it is for the employee who claims that he has been retrenched to prove that his termination amounts to retrenchment from service.

20. Sec. 2(oo) of the I.D. Act defines the expression 'retrenchment'. As per which Section it means termination by an employer of the service of the workman for any reason whatsoever other than as a punishment inflicted by way of disciplinary action. Admittedly in this case the service of petitioner were not terminated by way of disciplinary action. This section contains provisos according to them (a) voluntary retirement, (b) retirement of workman on reaching age of superannuation, (bb) termination of service of workman as a result of non renewal of the contract of employment on its expiry or of such a contract being terminated under a stipulation in that behalf contained therein on this clause i.e. (bb) much reliance is placed by the respondent would not amount to retrenchment. Thus it is clear from the definition that termination of the service of the employee for any reason would amount to retrenchment unless it falls under any of the above 3 clauses.

21. As stated above there is sufficient evidence both oral and documentary on record in proof of the fact that the petitioner workman worked for more than 240 days prior to date of termination from service. Thus he worked for a continuous period of one year. As per Sec. 25(B) of the I.D. Act a workman shall be deemed to have been in continuous service of one year if he had worked for 240 days in 12 calendar months preceding the date of termination. The evidence of WW1 would clearly go to show that he worked for more than the above period both in calendar years as well as in financial years, Ex. W1, W2 as well as Ex. M1 would corroborate his testimony. It is settled case law that the period of 240 days has to be counted back from the date of termination. In this case the petitioner services

were terminated with effect from 29-10-95. Hence the period of 240 days has to be counted from November 1994 to 28th October 1995. As per Ex. W2 bonus sheet for 1993-94 and 1994-95 he worked for a period of 118 days from November 1994 to March 1995 i.e. to say 26 days in November, 1994 26 days in December 1994, 25 days in January 1995, 25 days in February 1995 and 16 days in March 1995. As per Ex.M1 bonus sheet which is from April 1995 to October 1995 he worked for 126 days i.e. 18 days in the April, 18 days in March, 24 days in June, 18 days in July, 16 days in August, 18 days in September, and 14 days in the month of October. Thus during 12 calendar months preceding the date of termination he worked for a period of 244 days. The respondent did not dispute the said fact. They are the actual days worked by the petitioner excluding Sundays and other paid holidays and other gazetted holidays. admittedly there is no written contract of employment between the parties as according to the own showing of the petitioner he was not given any order of appointment or order of termination.

22. The evidence of MW1 would show that depending upon the exigency of work WW1 was engaged from time to time intermittently and as there is no work he was disengaged with effect from 29-10-95 i.e. to say contract of employment was not renewed due to lack of work to be provided to the petitioner.

23. I am of the view that the decisions relied on by the learned counsel for the respondent which are in respect of regularisation have no bearing on the facts of the case. The facts of the case reported in AIR 1992 Supreme Court 496 would show that the service of a person employed temporarily were terminated due to adverse entries about his unsatisfactory performance. Hence it has been held that it is a case of termination simpliciter without causing stigma. In that case however it has been held that as he was allowed to continue in service more than 18 years before terminated he would be entitled to substantial amount as ex-gratia payment. The facts of the case in AIR 1992 Supreme Court, 789 would show that some persons have been employed under Jawaharlal Nehru Rozgar Yozana Scheme i.e. to say for a specific purpose. It has been held that the said persons are not entitled to be regularised even though they have put in more than 240 days of service as it amounts to getting regular appointment by back door bypassing the employment exchange and rules of recruitment and it would affect the public interests and hence service of such persons cannot be regularised

who are engaged under the above scheme as the amount allotted under this scheme which is meant for development purpose will be spent only by way of salary of the employees. Thus the object of the scheme will be defeated as only limited amounts was provided for such schemes. The facts of the instance case however show that the petitioner was asked to work as the lab assistant attender in the factory of the respondent.

24. The petitioner's evidence further showed that the respondent was in need of manpower, hence it called for particulars of all the casual employees including the petitioner that he furnished the same under Ex. W6 and that the authorities have infact addressed Ex. W7 manpower requirements to the head office giving reasons for additional manpower and the post of lab assistant is one of the additional man power sought for in the said regularisation. MW1 has admitted Ex. W6 and W7 documents when he was confronted with those documents but sought to say that the proposal was rejected by the head office. But he has not placed any material on record in proof of the said fact. Detailed reason is given in Ex. W7, as to why additional manpower is required. Thus Ex. W7 coupled with Ex. W6 would disprove the contention of the respondent that for want of work WW1 was disengaged with effect from 29-10-95.

25. It is however sought to be contended on behalf of the respondent that the petitioner is not entitled to have copy of Ex. W7 and he secured them stealthily. I am of the view that there is no need to go into the question as to how the petitioner got copy of Ex. W7 manpower requirements sent to the head office. But we are concerned only with the fact whether there is any requirement for manpower and whether the proposal sent by the management of the petitioner was rejected by the head office.

26. As admittedly there is no written contract of employment, the question of it containing a stipulation for termination in the absence of work would not arise. In the decision reported in 1997 I.L.R. 699 Escorts Limited vs. Presiding Officer and other relied on by the respondent the temporary appointment order given by the employer contained a provision that the appointment was given only for 2 months and his services can be terminated by other side without assigning any reason and without any notice or payment of compensation in lieu of notice. In that view of the

matter it has been held that even if it is assumed that the workman worked for more than 240 days termination of his service would not amount to retrenchment as the case is attracted by clause bb of sec. 2(oo) defining the expression "retrenchment." I therefore feel that the above decision also would not come to the rescue of the respondent, as the facts of the case on hand would clearly show that inspite of having worked in the lab, the services of the petitioner were terminated without assigning any reason and not in pursuant of any stipulation in the contract providing for disengagement or termination as admittedly there is no contract of employment in writing, and it is not a case of the respondent that the petitioner was engaged for a specific purpose and for a specific period so that it is open for him to contend that it is entitled not to engage WWI as the purpose or the period for which he was engaged was over. I therefore feel that the termination of the service of the petitioner who has admittedly worked for more than 240 days in a calendar year of 12 months immediately preceding date of termination is not attracted by clause bb of sec. 2(oo) of the I.D. Act.

27. On a consideration of the material placed on record I am inclined to conclude that it is not a case of disengagement but a case of termination amounting to retrenchment as according to the definition given in Section, the termination of the service of an employee for any reason otherwise than as a punishment by way of disciplinary action would amount to retrenchment. Hence I accept the contention of the petitioner that the termination of his service would amount to only retrenchment and he has discharged the burden placed on him by placing sufficient material on record which was not rebutted by the respondent/management.

28. This will take us to the next question as to whether the retrenchment of the petitioner is illegal. As per Sec. 25(F) of the I.D. Act no workman employed in an industry and who has been in continuous service for not less than one year shall be retrenched by that employer without giving one months notice in writing indicating reasons for retrenchment or one month pay in lieu of the notice and without paying retrenchment compensation which shall be equivalent to 15 days of average pay. Thus the issuance of one month notice assigning reasons for termination or payment of wages in lieu of notice and retrenchment compensation are conditional precedents to make retrenchment of an employee valid. The case law on the point is well settled. It is suffice to refer to few decisions i.e. the case of State 1090 GI/99—18.

of Bombay and others vs. Hospital Mazdoor Sabha and others AIR 1960 Supreme Court 610. Delhi Cloth and General Mills vs Shambhunath 1977 Lab I.C. 1695. Raymonds Woollen Mills Limited vs. C.S. Sonavam and others in 1993 (1) LLJ page 1162. Mohanlal vs. Management of Bharat Electronics 1981(3) SCC page 225. It is not necessary to multiply the authorities as the otherside has not disputed that compliance of Section as 25(F) is a condition precedent for retrenching employee from the service.

29. The evidence of the petitioner would show that he has not been given any termination order, but was asked not to attend to work from 29-10-95 without assigning any reason and no one months notice was given or pay in lieu of it or retrenchment compensation was paid, it is not the case of the respondent that they complied with Sec. 25(F). On the other hand it contended that as the Sec.25(F) or 2(s) of the I.D. Act are applicable to the facts of the case, as it is a case of disengagement of a casual labour but not a termination of the service amounting to retrenchment. Hence it is obvious that provisions of Sec. 25(F) which is a conditional precedent was not followed in this case, before terminating the service of the petitioner. The effect of not following of the said provision is that the termination of service of the petitioner is illegal and invalid as it amounts to retrenchment, without following the procedure laid down under the I.D. Act. Hence it has to be held that the termination of the services of the petitioner is void and illegal. In the decision reported in 1981(3) SCC 325 referred to above it has been infact observed that the termination of service without following the above procedure is ab initio void and in operative as such there is no question of granting reinstatement relief because there is no cessation of service and hence mere declaration that the workman continued to be in service with all consequential benefits is sufficient. Hence I negative the contention of the respondent that the disengagement of the petitioner is not in violation of Sec. 25(F) of the Act as it is not a case of retrenchment but discharge simpliciter.

30. It is next urged by the learned counsel for the respondent that as per the failure report there is no mention of violation of Sec. 25(F) of the I.D. Act but in the reference made to the court, the said provision was mischievously added though it is not contended before the conciliatory officer by the workman that the provisions of Sec. 25(F) are not followed in this case. He thus contended that in this view of the matter, also the reference is bad in law as such it is liable to be rejected besides the fact that in respect of casual labour, adjudication U/s. 10(1) (d) of the I.D. Act

would not arise.. The learned counsel for the petitioner however repelled the contention.

31. On a consideration of material placed on record, I find no merit in this contention morely because Sec. 25(F) of the I.D. Act. It is not mentioned in the failure report, it cannot be said it has been added by the concerned authorities while making reference to this Tribunal U/s. 10(1)(d) of the I.D. Act. A perusal of Ex.W3 representation sent by the petitioner to the Asst. Commissioner of Labour would show the petitioner has contended that without issuing any letter or notice, the respondent management is not allowing him to join duties and thereby acting in arbitrary and illegal manner which would only mean that the provisions of I.D. Act are not followed. This has been made clear in the minutes. Ex. W4 of the conciliation proceedings dt. 14-10-96. It is stated in the minutes that the respondent management has contended that the work given to the petitioner worker who is a casual labour is not of perennial nature and continuous one as there is no job requirement, his request for continuous of service cannot be considered. It is further mentioned in the minutes that as per the petitioner workmen he has worked for 669 days from 3-3-93 to 28-10-95 i.e. for more than 2-1/2 years and that the management without serving any notice or paying compensation in lieu of thereof as per the provisions of the Act terminated his service which is nothing but illegal retrenchment as such he is entitled to be reinstated with all consequential benefits. Thus it is obvious from the minutes that the petitioner has contended that he was retrenched from service in violation of provisions of Sec. 25(F) of the I.D. Act.

32. It is of course true that in Ex.W5 failure report sent by the Asst. Labour Commissioner it has not been specifically mentioned that Sec. 25(F) of the I.D. Act was violated or dispute raised in that regard. I am of the view Ex.W3 to W5 have to be read together but not disjointly to know the intention of the parties. Simply because there is no mention about violation of Sec. 25 (F) of the I.D. Act. in Ex. W5 failure report sent by the concerned officer it cannot be said that it is not the case of the petitioner before the conciliation officer that he was retrenched in breach of Sec. 25(F) of the I.D. Act and that hence the referring officer has no jurisdiction of or authority to include Sec.25(F) of I.D.Act while referring the dispute to this Tribunal. I am of the view that the contents of the documents have to be seen but not whether the correct or wrong provisions mentioned in the document or its nomenclature, to know the real disputes involved in the case. I am of the view the facts of the case squarely falls with in-tacts of the decision reported in 1993(1) LLJ page 1162 already referred to

33. The facts of the said case will show that it was contended in the said case also by the management that there was no proper pleading as there is no mention of violaion of Sec. 25(F) when dispute was raised before the conciliator. It has been held in the above decision that when the employee has stated in the approach letter and the application that his service were terminated all of a sudden without any notice or without following any procedure and therefore it is illegal, improper and violation of principles of natural justice and only thing omitted is to mention Sec. 25(F), it cannot be said that there was no proper pleading. In view of the avobe direct decision on the point, I find no difficulty in rejecting this contention of the respondent which is purely technical in nature.

34. Hence on a consideration of the material placed on records, facts and circumstances of the case, principles of law laid down with various authorities cited by the learned counsel I have no hesitation to conclude that the action of the respondent management in terminating the service of the petitioner worker Karimulla which amounts to retrenchment is not justified as it has not followed the mandatory provisions of Sec. 25(F) of the I.D. Act as such the petitioner is entitled to releif of reinstatement and attendant benefits as prayed for. The point is hence answered accordingly.

35. In the result, an award is passed holding that the retrenchment of the worker WW1 Karimulla from service is illegal being against the principles of natural justice and in violation of provisions of Sec. 25(F) of the I.D. Act. Hence the respondent is directed to reinstate the petitioner into service with backwages and all attendant benefits as it is not a case of regularisation of the service of the temporary employee in respect of which recruitment rules, and other procedure prescribed has to be followed. Further in this case, the respondent has not filed any recruitment policy of its company.

Dictated to the Sr. Stenographer, transcribed by her corrected by me and given under my hand and the seal of this Tribunal, this the 21st day of December, 1998.

C.V. RAGHAVAIAR, Industrial Tribunal-I
Appendix of Evidence:

Witnessess Examined for the petitioners:	Witness Examined for the Respondent:
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WW1 Shaik Kareemulla MW1 I. Jothi
Documants marked for the Petitioner/Workman:

Ex.W1 Bunch of wage sheets (xerox copy) containing 24 sheets.

Ex.W2 Bonus sheets paid to the worker for the year 1993-94, and 1994-95 (Sheets) xerox copy.

Ex.W3 Representation dt. 9-7-96 made by WW1 to the ACL, Widyannagar, Hyderabad.

Ex.W4 Xerox copy of minutes of conciliation.

Ex.W5 Xerox copy of failure report submitted by ALC.

Ex.W6 Xerox copy of particulars furnished by WW1.

Ex.W7 Copy of additional man power requirement submitted to HRD, Vizag.

Ex.W8 Entry pass issued to WW1 to enter the HPCL, Sanathnagar installation.

Documents marked for the Respondent/Management:

Ex.W1 Bonus calculation and payment made towards bonus to WW1 for the years 1995-96.

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।
[सं. एल-24012/(13)/87-बीआई को (सी)/आईआर (सी-1)]
श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1159.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 31-3-99.

[No. L-24012/(13)/87-D-IV(B)/IR(C-1)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. B. Chatterjee, Presiding Officer.
In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 174 of 1987

PARTIES:

Employers in relation to the management of Sawang Colliery of M/s. Central Coalfields Ltd. and their workman.

APPEARANCES:

On behalf of the workman: None.

On behalf of the employers: None.

STATE: Bihar.

INDUSTRY: Coal.

Dated, Dhanbad, the 18th March, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012/(13)/87-D-IV(B), dated, the 29th June, 1987:

SCHEDULE

"Whether the action of the Sawang Colliery of M/s. Central Coalfields Ltd., P.O. Sawang, District Giridih in terminating services of Sri Chowdhury Singh, Coal Cutter without holding domestic enquiry is justified? If not, to what relief the workman concerned is entitled?"

2. In this reference none of the parties turned up before this Tribunal nor took any steps in spite of the issuance of notices to them. Then again and again notices were served upon them but they abstained from appearing before this Tribunal and taking any steps leading to an inference that presently there is no dispute existing between the parties. Under such circumstances a 'No Dispute' Award is being rendered and the reference is disposed on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयर इंडिया लिमि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-20030/(25)/95-आईआर (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1160.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India Ltd. and their workman, which was received by the Central Government on 31-3-1999.

[No. L-20030/(25)/95-IR(C-1)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

Shri S. B. Panss, Presiding Officer.

Reference No. CGIT-2/9 of 1997

Employers in relation to the management of Air India Ltd.

AND

Their workmen.

APPEARANCES :

For the employer : M/s. Bhasin and Co., Advocates.

For the workmen : Mr. Umesh Nabar, Advocate.

Mumbai, dated 22nd February, 1999

AWARD—PART-II

On 2nd January, 1998 by Part-I Award I came to the conclusion that the domestic inquiry which was held against the workman was as per the Principles of Natural Justice, that the findings of the inquiry committee are perverse and that the management is allowed to lead evidence to substantiate this action.

2. The facts giving rise to the present dispute can be summarised as following : H. S. Chugh the workman was chargesheeted. It was alleged that on 12-8-92 he was missing from work place between 5.25 to 6.45 p.m., that he was in a drunken state, that he did not complete the job to the satisfaction of the superior and that he threatened and abused Punwatkar his superior. It is further alleged that on the same date at about 8.30 p.m. he assaulted Punwatkar and as such committed a breach of Model Standing Orders and is a serious and grave misconduct as stated in Clause 14(3)(a) Wilful in subordination and 14(3)(h) Riotous and disorderly behaviour during working hours on the establishment and Act subversive of discipline.

3. The inquiry committee raised four points for its determination and its findings are as follows :

Issues	Findings
1. Whether Mr. Chugh was absent from his place of work from 5.25 p.m. to 6.45 p.m. on 8-8-1992 ?	Yes.
2. Whether Mr. Chugh was under the influence of alcohol during working hours ?	No.
3. Whether Mr. Chugh misbehaved while he was on duty on 8-8-1992 ?	Yes.
4. Whether Mr. Chugh assaulted Mr. Punwatkar at about 8.30 p.m. on 8-8-1992 in the Air India Colony premises ?	Yes.

4. After considering the matter the Tribunal came to the conclusion that the findings of the inquiry committee on the first issue is perverse but so far as findings on Issue Nos. 3 and 4 are concerned they are on the basis of the evidence before it. On this background an opportunity was given to the management to lead evidence in the matter, to justify its action.

5. Now the remaining issues (Ex. 3) that fall for my consideration and my findings thereon are as follows :

Issues	Findings.
1. Whether the action of the management of Air India in terminating Shri H. S. Chugh from service is justified ?	Yes.
2. If not, to what relief the workman is entitled to ?	Does not survive.

REASONS

5. The management gave an application (Ex-18) contending that in view of the findings given by the Tribunal it may be directed that which issues it should lead evidence. After taking the say from the other side an order was passed that the management may lead evidence in respect of the perverse findings only. Thereafter the Learned Advocate for the management filed a purshis (Ex. 20) dated 25th March, 1998 informing the Tribunal that they do not want to lead any oral evidence in the matter. In other words the management decided not to lead any evidence in respect of the findings which was gone against it i.e. absentism from the work place of work between 5.25 p.m. to 6.45 p.m. on 8-8-92.

6. H. S. Chugh (Ex. 25) the workman affirmed that the disciplinary authority while awarding the punishment had taken into consideration that all charges are proved. But now

as the tribunal and came to the conclusion that they are not proved it has to be said that the punishment is shockingly disproportionate.

7. Chugh further affirmed that an employee who is involved in a serious case of assault which took place on 21st April, 1998 at 4.00 p.m. on the floor of the company wherein one Mr. Tiwari officer was assaulted ruthlessly by one Mr. Jena in presence of many eye witnesses, action was taken by Mr. Jena by the first party. In the cross-examination he admits the position that he had not actually seen the incident nor he had seen the preliminary report pertaining to the assault by Jena to Mr. Tiwari. In fact facts of each case are different. There is no inquiry report before me in respect of the alleged incident which had taken place against Mr. Tiwari. There is nothing on the record to show that there is a discrimination between the two employees at the time of awarding punishment.

8. On the facts from part-I Award it is established that Chugh misbehaved while he was on duty on 8-8-92 and he assaulted Mr. Punwatkar at about 8.30 p.m. on that day in the Air India colony premises. On the basis of these two charges itself the punishment which is awarded to Chugh cannot be said to be disproportionate.

9. Mr. Nabar, the Learned Advocate for the workman tried to argue that the alleged action cannot be said as an action but it is a reaction because of the report made by Mr. Punwatkar that the workman was drunk, at the work place. He further argued that this charge is not proved. Naturally the report which was made by Punwatkar was not correct and therefore this action of the workman which has to be said is reaction and cannot be punished such severely. I am not inclined to accept this argument because at any event beating by Chugh to the officer for whatever might be the reason cannot be said to be proper one. Under such circumstances I find that the punishment awarded by the management cannot be said to be disproportionate nor discriminatory. I find it to be justified. I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of Air India Ltd. in terminating Shri H. S. Chugh from service is justified.

S. B. PANSE Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण में, 2, धनबाद के पंचाद का प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं० एल-20012/(311)/90-आई आर (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1161.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workman, which was received by the Central Government on 31-3-99.

[No. 1.20012/(311)/90-IR(C-1)]

S. S. GUPTA, Desk Officer.

ANNEXURE

New Delhi, the 1st April, 1999

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

Reference No. 79 of 1991

PARTIES :

Employers in relation to the management of
Kedla Underground Project of M/s. C.C.L.
and their workmen.

APPEARANCES :

On behalf of the employers.—None.

On behalf of the workmen.—None.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 18th March, 1999.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(311)|90-I.R.(Coal-I), dated, the 19th March, 1991.

SCHEDULE

"Whether the action of the management of Kedla Underground Project of M/s. CCL, P.O. Kedla District Hazaribagh in dismissing Shri Ganesh Ram, P. R. Worker vide letter No. PO|KUGP|88-1967-77 dated 4-6-88 is justified? If not, to what relief the workman concerned is entitled?"

2. In this reference both the parties appeared and filed their respective W. S. Thereafter the workmen side abstained from taking any steps in spite of the issuance of notices to them again and again. Under such circumstances it is of no use to drag the case any more. Accordingly a 'No dispute' Award is being rendered and the reference is disposed of on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1162—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. वी. सी. सी. एल. के प्रबन्धनत्व के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[म. ए. 20012/(266)/90 आई. आर. (सी-1)]

एम. एम. गुप्ता, डेस्क अधिकारी

S.O. 1162.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL & their workman, which was received by the Central Government on 31-3-99.

[No. L-20012(266)|90-IR(C-II)]

S. S. GUPTA, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

Reference No. 71 of 1991

PARTIES :

Employers in relation to the management of
Damoda Colliery of M/s. BCCL and their
workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar INDUSTRY : Coal.

Dated, Dhanbad, the 11th March, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(266)|90-I.R. (Coal-I), dated, the 19th March, 1991.

SCHEDULE

"Whether the action of the management of Damoda Colliery in Barora Area I of M/s. B.C.C. Ltd., in superannuating the workman Shri Bandhan Mahato is justified? If not, to what relief the said workman is entitled?"

2. In this reference notices were served upon both the parties. But neither of the parties turned up nor took any steps. Then again and again notices were served upon the parties. But in spite of the issuance of notices to them they both abstained from appearing before this Tribunal and taking any steps leading to an inference that presently there is no dispute existing between the parties. Under such circumstances a 'No dispute' Award is being rendered and the reference is disposed of on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 1 अप्रैल, 1999

III for the period from 5-4-84 to 15-5-85 to Shri Kedar Dusadh?

का. आ. 1163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-20012(229)/90-आई आर (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1163.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 31-3-99.

[No. L-20012(229)/90-IR(C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 44 of 1991

PARTIES :

Employers in relation to the management of West Mudidih Colliery of M/s. BCCL and their workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 11th March, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(229)/90-I.R. (Coal-I), dated, the 5th February, 1991.

SCHEDULE

"Whether the Management of West Mudidih Colliery in Katras Area No. IV of M/s. Bharat Coking Coal Limited is justified in not having wages of Cat. V as per NCWA

Whether the Management of West Mudidih in Katras Area No. IV of M/s. BCCL is justified in demoting Shri Kedar Dusadh from the post of Dumper Driver in Cat. V to the post of Dumper Khalasi w.e.f. 15-5-85?

2. In this reference both the parties appeared and filed their respective W.S. documents. Subsequently from several dates they both abstained from appearing before this Tribunal and taking any steps leading to an inference that there is no dispute existing between the parties presently. Under such circumstances, the reference is disposed of by rendering a 'No dispute' award presuming non-existence of any industrial dispute between the parties.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 1 अप्रैल, 1999

का. आ. 1164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-20012/90/91-आई आर (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1164.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL & their workman, which was received by the Central Government on 31-3-99.

[No. L-20012/90/91-I.R.(C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 139 of 1991

PARTIES :

Employers in relation to the management of Dhori Colliery of M/s. CCL and their workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 18th March, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/90/91-I.R. (Coal-I), dated, the 24th October, 1991.

SCHEDULE

"Whether the action of the management of Dhori (K) Colliery of M/s. Central Coal-fields Ltd. in awarding the punishment of suspension vide letter No. PO/D(K)|Pers|Confirmation 89/2907 dated 20/25-2-89 to Shri Kuwar Munda, Driller, Cat. IV and subsequent non-payment of wages to him is justified? If not, to what relief is the workman entitled?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But none of the parties turned up before this Tribunal nor took any steps. Then again and again notices were issued to them but in spite of the issuance of notices to them they both abstained from taking any steps leading to an inference that presently there is no dispute existing between the parties. Under the circumstances, a 'No dispute' Award is being rendered and the reference is disposed on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 1 अप्रैल, 1999

का.आ. 1165:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी.सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-20012/33/87-जी III (ए) आई.आर. (सी-I)]
श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1165.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of M/s. BCCL & their workman, which was received by the Central Government on 31-3-99.

[No. L-20012/33/87-D.II(A)IR(C-I)]

S. S. GUPTA, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 218 of 1987

PARTIES :

Employers in relation to the management of Bhowra (South) Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 19th March, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/33/87-D.III(A), dated, the 23rd July, 1987.

SCHEDULE

"Whether the action of the management of Bhowra (South) Colliery of M/s. Bharat Coking Coal Ltd. in terminating the services of Shri Magaram Kahar a permanent Fan Operator working under Bhowra (South) Colliery vide their Order dated 24-4-85 is justified? If not, to what relief the workman is entitled?"

2. In this reference both the parties appeared and filed their respective W.S. etc. Subsequently they abstained from taking any steps leading to an inference that presently no industrial dispute is existing between the parties. Under such circumstances, a 'No dispute' Award is being rendered and the reference is disposed on 'No dispute' Award basis on the presumption of non-existence of any industrial dispute between the parties.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 1 अप्रैल, 1999

का.आ. 1166:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों

और उनके कर्मकारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-20012/29/98-आई.आर. (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1166.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL & their workman, which was received by the Central Government on 31-3-99.

[No. L-20012(29)/98-IR(C-1)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 8 of 1993

PARTIES :

Employers in relation to the management of
Alkusa Colliery of M/s. B.C.C.L. and
their workmen.

APPEARANCES :

On behalf of the employers.—None.

On behalf of the workmen.—None.

STATE : Bihar, INDUSTRY : Coal.

Dated, Dhanbad, the 26th February, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(29)/98-IR.(Coal-I), dated, the 26th February, 1993.

SCHEDULE

“Whether the action of the management of Alkusa Colliery of Kustore Area, M/s. B.C.C. Ltd. is justified in not protecting the wages of S/Shri Etwari Mahto, Sachit Kurmi, Rajram Pashu, Jaldhar Mahto Sri-pati Bhar, Sukh Lal Harijan, Murli Mahto and Sadique Mian as they were being paid as piece rated and converted to time rated

vide management order dated 10-8-88 after continued protection of wages upto December, 1989? If not, to what relief the workmen are entitled?”

In this case inspite of the issuance of notices to both the parties, they abstained from appearing before this Tribunal and taking any step leading to an inference that presently there is no dispute existing between the parties. Under such circumstances, this Tribunal has been left with no other alternative but to pass 'No dispute' in this reference presuming that no industrial dispute is existing between the parties presently. Accordingly a 'No dispute' Award is being rendered and the reference is disposed of on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 1 अप्रैल, 1999

का.आ. 1167.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एम्.सी.ई. लिमि. के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-11012/04/96-आई.आर. (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 1st April, 1999

S.O. 1167.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2 Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India and their workman which was received by the Central Government on 31-3-1999.

[No. L-11012/04/96-IR(C-1)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL NO. II
MUMBAI

PRESENT

SHRI S. B. PANSE

PRESIDING OFFICER

Reference No. CGIT-2/27 of 1997

Employers in Relation to the Management of AIR
INDIA LTD.

AND

THEIR WORKMEN

APPEARANCES :

For the Employer : M/s. Bhasin & Co.,

Advocates.

For the Workmen : Mr. Umesh Nabar

Advocate.

Mumbai, dated 22nd February, 1999

AWARD-PART-II

On 2nd January, 1998 by Part-I Award I came to the conclusion that the domestic inquiry which was held against the workman was as per the Principles of Natural Justice, but the findings of the inquiry committee are perverse. I also ordered that the management is allowed to lead evidence to substantiate its action.

2. Now the issue that fall for my consideration and my findings thereon are as follows :

Issues	Findings
3. Whether the action of the management of Air-India Ltd. in dismissing the services of Shri Mohan Narayan Salvi is legal and justified?	No. The punishment is disproportionate.
4. If not, to what relief is the said workman entitled?	As per order.

REASONS

3. In short the facts which are given rise to the present Industrial Dispute are that Salvi the workman was charge-sheeted by a chargesheet dated 12th August 1992. It is alleged that on 8th August, 1992 he was in the second shift. One another technician Chugh was also in that shift. They were allotted to Mr. Sunil Punwarkar, Assistant Aircraft Engineer on that day. After the evening tea break i.e. from 4.55 p.m. to 5.25 p.m. Salvi and Chugh did not report to the duty till 6.45 p.m. Both of them were under the influence of alcohol during working hours.

4. It is further alleged in the said charge sheet that the incident which had taken place in the work place Salvi and Chugh accosted Punwarkar near building No. 15 in the Air India old staff housing colony at about 8.30 p.m. There, in a pre-determined manner assaulted and abused him. One Mr. Malhotra who stayed nearby came out and shouted at both of them. Hearing the shout both of them ran away from the place with threatening Punwarkar with serious consequences. These acts amounts to serious and grave misconduct under the Model Standing Order (Central) which reads as under 14(3)(a) Wilful Insubordinate and 14(3)(h) Riotous and disorderly behaviour during working hours and establishment and act subversive of discipline.

5. The inquiry committee placed four points for its determination. They are :

Issues

1. Whether Mrs. Salvi was absent from his place of work from 5.25 p.m. to 6.45 p.m. on 8-8-1992?
2. Whether Mr. Salvi was under the influence of alcohol during working hours?
3. Whether Mr. Salvi misbehaved while he was on duty on 8-8-1992?
4. Whether Mr. Salvi assaulted Mr. Punwarkar at about 8.30 p.m. on 8-8-1992 in the Air India Colony premises?

6. So far as points Nos. 2 and 3 are concerned the committee gave to the conclusion that they are not proved. But so far as points Nos. 1 & 4 are concerned it came to the conclusion that point no. 1 is proved and so far as point No. 4 is concerned it observed that workman helped Chugh for assaulting Punwarkar.

7. On the basis of these findings the disciplinary committee gave a show cause notice to the workman for the proposed punishment and ultimately awarded punishment of dismissal from the service.

8. In part-I Award I came to the conclusion as these findings of the inquiry committee are perverse and not based on evidence before it. It is therefore the management was given an opportunity to lead evidence and substantiate its action. In other words now I have to see that "Whether the evidence lead by the management is sufficient to prove these points resulting into the charges which I

have already stated above?". Infact in the chargesheet which is at pg. No. 24 of (Exhibit-1) all these four points are covered. But now there is no need to consider those two points which I have mentioned above.

9. The management is allowed to produce new material on the record to substantiate its action. It is as contemplated under section 11 A of the Industrial Disputes Act of 1947. The evidence which was lead before the inquiry committee viz., the testimony of Govind Swamy Sunil Punwarkar, Ved Malhotra and V.J. Rao alongwith the documents which I have already referred to in Part-I Award which were before the inquiry committee were not found sufficient by me for coming to the conclusion that Salvi was absent from his place of work from 5.25 p.m. to 6.45 p.m. on 8-8-92 and that he assaulted Punwarkar at about 8.30 p.m. on 8-8-92 in the Air India colony premises or that he helped Chugh for assaulting Punwarkar.

10. While giving my reasons I have elaborately discussed the evidence which was before the inquiry officer. The management had examined Govind Swamy (Ex-20); Sunil Punwarkar (Exhibit-21) Ved Malhotra (Ex-23) and V. J. Rao (Ex-24) to support their action. These are the same witnesses which were examined before the inquiry committee. Not only that while deposing before the tribunal Govind Swamy had referred to his letter dated 10th August 1992 to the Director of Engineering, Engine overhaul department after the report was made by Punwarkar which was also before the inquiry committee. So also Punwarkar (Ex-21) referred to his complaint dated 10th August 1992 which he made to the Director of Engineering, Engine Overhaul Department which was again before the inquiry committee.

11. Punwarkar in his cross-examination before the Tribunal states that the word 'accosted' used by him means restrained for moving by his hands without touching him. This is the action which prevented Punwarkar from moving in a direction. He also admits the position that the workman Salvi did not beat him. Malhotra the eye witness of the incident had given a certificate cum letter dated 9-8-82 wherein he had mentioned that Punwarkar was beaten by one Sardarji and another lefty chap. In the cross examination he accepts that he had not seen Salvi beating and assaulting Punwarkar. From the testimony of Punwarkar now the new fact which has come before the Tribunal is the clarification of the word 'accosted'. It is not that by way of filling up the gaps. His presence there is amply proved by the testimony of Punwarkar but of Ved Malhotra. Now his part in the incident viz. of assault, is to be seen. It is by his actions. This action is against the person who was their superior on that day. It is at the time when another workman was beating, the superior. It is subversive of discipline.

12. So far as the charge that he was absent from duty place is amply discussed by me at Part I Award and there is no new material before the Tribunal for coming to any different conclusion. On this basis I came to the conclusion that the charges under Model Standing Order 14(3)(h) is proved and not the other one.

13. After coming to this conclusion it is to be seen whether the punishment which was awarded to the workman was disproportionate. I find that it is disproportionate looking to the part which he took in the said episode.

14. The Learned Advocate for the management submitted that when there is a threatening such persons should not be reinstated and he may be compensated in terms of money. He placed reliance on workman V/s. Bharat Fride Warner 1990 III SC case 565. It can be seen that the facts of each case are different. It is therefore the ratio in that authority cannot be made applicable to the present set of facts. The actions, allegations, the participation are always different. So is the case in the present case. I therefore find that the punishment which is awarded to the workman is disproportionate. He is to be reinstated in service but without any back wages. That will meet the ends of Justice. In the result relying my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of Air India Ltd. in dismissing the service of Mohan Narayan Salvi is not legal and not justified.

The management is directed to reinstate Mohan Narayan Salvi in service but without any back wages.

S. V. PANSE, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का.आ. 1168.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जवाहर नवोदय विद्यालय समिति रामपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एन-42012/103/93-आई.आर. (डीयू)]

के. वी. बी. उन्नी, अवसर सचिव

New Delhi, the 31st March, 1999

S.O. 1168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jawahar Navodaya Samiti Rampur and their workman, which was received by the Central Government on 31-3-99.

[No. L-42012/103/93-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/123/95

Presiding Officer : Shri D. N. Dixit.

Shri Ved Prakash,

S/O Shri Kanhaiyalal Sharma,
Rampura, Mandsaur.

Versus

The Deputy Director,
Jawahar Navodaya Vidyalaya Samiti,
Bhopal.

AWARD

Delivered on this 8th day of March, 1999

The Ministry of Labour, Government of India vide its order No. 42012/103/93-IRDU dated 30-6-95 has referred the following dispute for adjudication by this tribunal.

"Whether the action of the management of Jawahar Navodaya Samiti Rampur, Distt. Mandsaur in terminating the services of Shri Ved Prakash is legal and justified? If not, to what relief the workman is entitled?"

2. On 25-9-98, this case was fixed for evidence of workman but he remained absent. Again on 12-2-99, this case was fixed for evidence of workman yet he remained absent. It is for the workman to prove that his services were terminated without jurisdiction and illegal. Thus, workman has not done.

The award is passed in favour of the management and against the workman. Parties to bear their own cost.

3. Copies of award be sent to Ministry of Labour as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का.आ. 1169.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जवाहर नवोदय विद्यालय समिति के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 31-3-1999 को प्राप्त हुआ था।

[सं. एन-42012/82/93-आई.आर. (डीयू)]

के. वी. बी. उन्नी, अवसर सचिव

New Delhi, the 31st March, 1999

S.O. 1169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jawahar Navodaya Vidyalaya Samiti and their workman, which was received by the Central Government on 31-3-99.

[No. L-42012/82/93-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Presiding Officer : Shri D. N. Dixit.

Case No. CGIT/LC/R/165/95

Shri Manoharlal
S/O Shri Rachandraji,
At & PO Rampura,
Distt. Mandsaur

Applicant.

versus

The Deputy Director,
Jawahar Navodaya Vidyalaya Samiti
Bhopal

Non-applicant

AWARD

Delivered on this 10th day of March, 1999

1. The Ministry of Labour, Government of India vide its order No. L-42012/82/93-IR-DU dated

11-8-95 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of Jawahar Novodaya Vidyalaya Samiti, Rampura Distt. Mandasaur in terminating the services of Shri Manoharlal, S/o Shri Ram Chandra is legal and justified. If not, what relief the workman concerned is entitled to?”

2. On 25-9-98, this case was fixed for evidence of workman but he remained absent. Again on 12-2-99, the workman remained absent. It seems the workman is not interested in prosecuting this case. Award is passed in favour of the management and against workman. Parties to bear their own cost.

3. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का.आ. 1170.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केन्द्रीय लोक निर्माण विभाग के प्रबंधन के संबद्ध दियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल. 42012/8/89-डी-2 (बी)]

के. बी.बी. उन्नी, अवसर सचिव

New Delhi, the 31st March, 1999

S.O. 1170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 31-3-99.

[No. L-42012/8/89-D-2(B)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

ID 203/89

Krishan Gopal son of Late Shri Khairati Lal, Village, Dera Bassi Patiala.

Workman

Versus

The Executive Engineer, C.P.W.D. Chandigarh.

Management

REPRESENTATIVES:

For the workman—Shri R. S. Longia, Advocate

For the management—Shri J. P. Bhat and Arun Walia Advocate.

AWARD

(Given on 2nd February 1999)

The Central Govt. vide gazette notification No. L-42012/8/89-D-2(B) dated 11th December 1989 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the XEN CPWD Chandigarh in terminating the services of Shri Krishan Gopal son of Late Shri Khairati Lal a daily rated plumber in December 1984 is justified? If not to what relief the workman is entitled and from what date?”

2. The case of the workman in brief is that he was appointed as plumber on daily wages on 1-11-1978 and was working continuously w.e.f. 1-11-1979 to 14-12-1984 in Chandigarh Central Sub Divn. No. 1 & 3 CPWD. His services were terminated illegally on 15-12-1984 without assigning any reasons and without complying with the provision of Section 25-F of Industrial Disputes Act. No departmental enquiry was conducted by the management. He approached his senior officers for allowing him to attend his duties but he was refused to work w.e.f. 15-12-1984 as such the termination of the services of the workman is illegal, arbitrary and against the principles of natural justice. No notice and retrenchment compensation was paid to the workman. Therefore, he is entitled to be reinstated with full backwages and continuity of service.

3. While terminating the services of the workman the junior was retained and his services were regularised putting him in regular cadre of the plumber. The workman was paid on daily wages whereas the plumber holding regular post were getting higher wages from the management. On the principle of “equal pay for equal work”. The workman is entitled to get the similar wages which were being paid to the other plumber in regular pay scale. After making reinstatement of the workman he is entitled to be put in regular cadre of the plumbers. Under these circumstances, the claim of the workman deserves to be accepted and the management be directed to give relief stated above.

4. The case of the management is that the workman was working as plumber on daily wages on muster roll under Central Sub Divn. Chandigarh from 12/79 to 9/84 and not from 1-11-1979 to 14-12-1984. His services were not terminated by the department but he left the job on his own accord without giving any notice to the management. The workman was not working on regular post of plumber so, the departmental enquiry was not required to be held. He approached the Asst. Labour Commissioner (Central) raising the dispute for the first time on 10-5-1987 which indicates that he was working elsewhere. Since the workman left the job on his own accord, the another workman was engaged on muster roll in his place. He could not be taken on muster roll again. The provisions of Section 25-F of I.D. Act are not

applicable in this case. The workman had worked on daily wages and he was paid according to the rates prevalent at that time, so he was not entitled for the payment of "equal wages for equal work." The workman had left the job on his own accord, his claim deserves to be rejected without granting any relief.

5. The workman has filed his affidavit Ex. W2 and the copies of the order and leave application of another plumber named Dharma which have been exhibited as W2 to W5. The management has filed the affidavit of Executive Engineer A. K. Sharma as Ex-M1 and the photocopy of the orders relating to the payment of bonus to casual labourer which has been exhibited as M2. According to the evidence adduced by the workman he had worked w.e.f. 1-11-1979 to 14-12-1984 in Chandigarh Central Division Nos. 1&3 whereas according to the evidence of the management the workman was working from December 1979 to September 1984. Other facts relating to his engagement are not disputed in this case. The management has not disclosed in affidavit that the workman had not completed 240 days prior to the date of his disengagement. But the management had admitted that the workman had worked from 12/79 to 9/84 continuously. It indicates that the workman had completed 240 days prior to 15-12-1984 within 12 calendar months. Therefore the provisions of Section 25-F of the I.D. Act 1947 is attracted. The management was under obligation to give one month notice to the workman and retrenchment compensation before terminating his services but the management has pleaded in its written statement that the workman had left the job on his own accord. The workman in his cross-examination has deposed that he requested the officer concerned several times to take him on his duties but he was refused to work in CPWD Division. He is unable to submit the copies of the representations but in my opinion it is better to rely on the oath of the workman rather than Executive Engineer A. K. Sharma. The management had not complied with the provisions of Section 25-F of I. D. Act 1947, the workman is entitled to be reinstated w.e.f. 15-12-84.

6. The workman has claimed in his statement of claim that he should be granted "equal wages for equal work" and the management be directed to take him in regular service. But the Industrial dispute referred by the Appropriate Govt. is limited to the question of the termination of the services of the workman. Therefore, this Tribunal can not travel beyond the scope of the reference.

7. The workman has deposed in his cross-examination that from the year 1984 till now he had been working on daily wages. When he is earning his livelihood, he is not entitled to get the backwages w.e.f. 15-12-1984 up to the date of his reinstatement. The disengagement of the workman has been found unjustified contravening the provisions of Section 25-F of the I.D. Act, 1947, therefore, the reference is answered in affirmative way.

8. On the basis of the discussions made above, the reference is answered holding that the termination of the services of Shri Krishan Gopal son of Late Shri Khairati Lal a daily-rated plumber in December 1984 is unjustified. He is entitled to be reinstated w.e.f.

15-12-1984 but he will not get the backwages from the date of termination till the date of the award. The workman shall get the cost of the proceedings amounting to Rs. 1,000 from the management. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का.आ. 1171:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-40012/208/93-आई. आर (डीयू.)]
के. वी. बी. उन्नी, अवर सचिव

New Delhi, the 31st March, 1999

S.O. 1171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Telecom. and their workman, which was received by the Central Government on 31-3-99.

[No. L-40012/208 93-IR(DU)]
K. V. B. UNNY, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 45 of 1994

PRESENT :

Employers in relation to the management of Calcutta
Telephones

AND

Their workman.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Management : Mr. T. Chowdhury, Advocate

On behalf of Workman : Mr. M. S. Dutta, Advocate.

STATE : West Bengal.

INDUSTRY : Telephones.

AWARD

By Order No. L-40012/208/93-IRDU dated 30-11-94 the Central Government in exercise of its powers under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Telephones in terminating the service of Shri Narayan Adhikary w.e.f. 1st December, 1987 is justified. If not, what relief the workman is entitled to?"

2. Instant reference has arisen at the instance of Shri Narayan Adhikary for alleged wrongful termination of his service by the management of Calcutta Telephones.

3. The case of the concerned workman, in short, is that he was appointed as a daily-rated mazdoor on 1-6-1985 for doing maintenance work and/or such other work as might be assigned by the management from time to time. He was posted at 38/39 Exchange (Internal) at 146 C. R. Avenue, Calcutta. The management thereafter, without assigning any reason whatsoever, terminated his service with effect from 1-2-1988 after he had completed more than 2 years of service. According to him the attendance register and the arrear wage payment register will bear him out in this matter. The concerned workman thereafter made several verbatim representations to the management for reinstating him in service without any result. He made a written representation on 15-4-1992 for absorbing him. The concerned workman having failed to get any relief from the management, raised an industrial dispute and the matter ultimately came up before this Tribunal by way of a reference for adjudication. The workman has alleged that since he had worked for more than 240 days in a year, compliance of provisions of Section 25F before termination of his service was mandatory. The management having neither paid any compensation nor any notice pay as required under that section, the order of termination has been challenged as invalid. The workman has accordingly prayed for his reinstatement in service with all back wages.

4. The gravamen of the case of the management as made out in its written statement is that the concerned workman was engaged as a casual mazdoor on exigencies of work on daily rate basis and that he had not worked for 240 days or more in any of the years of 1985, 1986 or 1987. The management denied that his service was terminated on 1-2-1988. Management also denied that any attendance register was maintained or kept by the Calcutta Telephones for casual mazdoors. In the additional written statement of the management it was specifically stated that the concerned workman had worked only for 151 days in 1985, 236 days in 1986 and 212 days in 1987. It is further alleged that the service of the concerned workman was purely need-based and he was disengaged after completion of such need. The management accordingly prayed for dismissal of the case of the workman.

5. The workman in its rejoinder stated that he worked for 174 days in 1985, 257 days in 1986 and 284 days in 1987. Rest of the allegations are mere repetition of the allegations in his written statement.

6. Heard Mr. M. S. Dutta, learned Advocate appearing for the workman and Mr. T. Chowdhury, learned Advocate appearing for the management.

7. The main thrust of the argument of Mr. Dutta, learned Advocate for the workman is that the concerned workman having worked for more than 240 days in 1986 and 1987 before termination of his service by the management that the management acted illegally in terminating his service without compliance of the provisions of Section 25F of the Industrial Disputes Act, 1947. In support of its contention he referred to the oral evidence of the concerned workman. He stated in his evidence that he had to render his service everyday irrespective of holidays. He also stated that he worked for more than 240 days in each of these years. He also admitted that he has no documentary evidence in support of his statement.

8. Mr. Chowdhury, learned Advocate for the management referred to Ext. M-4 which is a report of one Mr. M. K. Das, Divisional Engineer (P) of the Calcutta Telephones. The report is based on the record (carbon copy of the ACE-2 books of different officers) in respect of the services put in by the concerned workman. This is the only written document about the actual days of work of the concerned workman in each month of his service during his service tenure. Mr. Dutta, learned Advocate for the workman insisted upon this Tribunal that no importance should be placed on this report as it is not backed by the relevant ACG-17 vouchers and ACE-2 accounts. My attention was drawn to the order of this Tribunal dated 3-1-1996 where this Tribunal criticised the practice of the management in destroying vouchers and accounts meticulously as per rules. This Tribunal, however, 1090 GI/99—20.

observed since it is no use lamenting for the lost vouchers and accounts, the workman should rely on his evidence which he may lead in this case. Mr. Chowdhury, learned Advocate for the management draw my attention to the note sheet, exhibited as M-2 in this case, from which it will appear that on the prayer of the officer in charge of records that there was dearth of space, there was order for destruction of vouchers and accounts more than 3 years' old. No objection can be taken in this matter as the destruction was made as per rules. Mr. Dutta's contention that the management has suppressed such documents accordingly cannot be accepted. Mr. Dutta also submitted that in other cases, the management was not so meticulous in observing the rules of destruction of records. That may or may not be true. But it is no use blaming the management for the same because the workman was equally responsible. Admittedly, his service was terminated according to him in 1987, but the dispute was raised not before 1992. If the workman could remain silent for 5 years the management cannot be blamed for destruction of the vouchers and accounts.

9. It appears from Ext. M-4 that the service of the concerned workman was terminated on 30-11-1987. Under Section 25B(1) the period of calculation of service under that section shall be one year preceding the date of termination of service. It should be remembered in this connection that the learned Advocate for the workman did not press that the concerned workman had continuous service without any break for one year. The case thus clearly does not attract Section 25B(1). As stated before, under Section 25B(2)(a)(ii) 240 days in a year is to be counted backward from the date of termination of service which was 30-11-1987, the last day of such counting shall be 1st December, 1986 (vide Mohan Lal v. Bharat Electronics, reported in 1981 Lab. I.C. 806). During this period, as it appears from the chart Ext. M-4, concerned workman put in only 222 days which was 18 days short of the required minimum. There being thus no requirement of the compliance of provisions of Section 25F of the Industrial Disputes Act, 1947, the termination of the service of the workman cannot be challenged on this ground.

10. In so far as the question of attendance register is concerned, Mr. Dutta, learned Advocate for the workman having clearly undertaken not to press this point before this Tribunal, no decision in this matter is called for.

11. So, upon consideration of the respective contention of the parties and the facts, circumstances and position of law in this case, I am to hold that the workman shall not be entitled to any relief in this case as the management of Calcutta Telephones has not acted illegally in terminating his service on 30-11-1987.

This is my Award.

Dated, Calcutta,

The 15th March, 1999.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का.आ. 1172 -- औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसूचन में केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एन-40012/187/92-आई.आर. (डीयू)]
के.बी.डी. उन्नी, अवर सचिव

New Delhi, the 31st March, 1999

S.O. 1172.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on the 31-3-1999.

[No. L-40012/187/92-IR (DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 17th March, 1999

PRESENT :

JUSTICE R. RAMAKRISHNA, Presiding
Officer.

C.R. NO. 70/1993

I PARTY

H. M. Sherief,
EDMI/DP(Ex)
Hebbasale B.O.
Via Sakleshpura,
Pin : 573134.

Vs.

II PARTY

The Superintendent Post
Offices
Hassan Division,
Hassan.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/187/92-IR (DU) dated 15-12-93 on the following schedule.

SCHEDULE

"Whether the action of the part of the Suptd. of Post Office, Hassan in removal of the service of the workman Shri H. M. Sherief EDMC/DP, Hebbasale, Sakaleshpur S.O. with effect from 29-7-91 for certain alleged misconduct is justified? If not, to what relief the workman is entitled to?

2. The first party was removed from service after conducting an Domestic Enquiry as per articles of charges enclosed to Ex. M-1. The workman raised an Industrial Dispute. Due to failure in conciliation proceedings the Government of India referred this dispute for adjudication.

3. The second party to justify their action have examined the Assistant Superintendent of Post Office

as MW-1. This witness was not cross-examined by the first party.

4. Today when this dispute is taken for further evidence of the second party, the learned Advocate for the first party filed an application for withdrawal of the dispute. He has stated in the application that in the light of the Judgement passed by the Hon'ble Supreme Court of India in CA No. 3395/96/96, he is withdrawing the Dispute. He has also sought liberty to approach the Hon'ble Central Administrative Tribunal, Bangalore for necessary relief.

5. In view of this application, which is also signed by the first party the same is accepted. The first party is at liberty to approach the Hon'ble Central Administrative Tribunal, Bangalore in accordance with law.

6. In view of this application the reference cannot be adjudication on merits. Consequently the same is rejected.

(Dictated to the Stenographer, transcribed by her, corrected and signed by me on 17th March, 1999).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. घा. 1173 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबन्धसंस्थ के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एम-40012/84/91--डी-2 (बी 1)]

के. वी. बी. उन्नी, अवर सचिव

New Delhi, the 31st March, 1999

S.O. 1173.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (24 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Departmental Telecom and their workman, which was received by the Central Government on the 31-3-99.

[No. L-40012/84/91-D.2(B-1)]

K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE SHRI B.L. JATAV, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
CHANDIGARH.

CASE NO. ID 161/91

Harwinder Singh, son of Shri Jarnail Singh,
VPO, Haran, Via Hawara, Ludhiana.

Workman.

Versus

District Manager, Telecom, Ludhiana (Punjab).

Management

REPRESENTATIVES :

For the workman : Shri R.K. Chopra.

For the management : Shri I. S. Sidhu.

AWARD

(Given on 8th February, 1999)

The Central Government Ministry of Labour vide their letter No. L-40012/84/91-D.2(B) dated 28th October, 1991 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the District Manager, Telecom, Ludhiana in terminating the services of Shri Harwinder Singh son of Shri Jarnail Singh w.e.f. 12-10-1988 as wireman and subsequently in terminating his services w.e.f. 1-10-1989, as casual mazdoor is justified? If not, what relief he is entitled to?"

2. The case of the workman is that he joined as wireman with the management on 25-4-1985 in pursuance of the offer dated 19-4-1985 issued by the Asstt. Engineer, Phones (TRF) Ludhiana. He worked continuously with the management till 11-10-1988 when his services were terminated without assigning any reason, without giving him any notice or notice pay or retrenchment compensation or without holding any enquiry. He had completed more than 240 days prior to 11-10-1988 within the period of 12 calendar month. He was again offered work as casual wireman/mazdoor vide memo dated 2-11-1988 and he worked with the management from 2-11-1988 to 30-9-1989. His work and conduct was found satisfactory to the satisfaction of the management. At the time of his termination the workman was getting Rs. 850 per month as wages. No notice assigning any reason or notice pay or retrenchment compensation was paid to him. As such the management had not complied with the provisions of Section 25-F of the I.D. Act, 1947.

3. The management has violated the provisions of Section 25-N of the I.D. Act as it had not sought the permission of Government of India before terminating the services of the workman. Besides this the provisions of Section 25-G have not been complied with as the other workman junior to him were retained in service and the services of the workman were terminated twice. The management is guilty for committing unfair labour practice. The termination

of the services of the workman is in contravention of the provisions of I.D. Act 1947, and principle of natural justice. Consequently he should be reinstated in service with all consequential benefits and full backwages.

4. The case of the management is that the service of the workman were terminated w.e.f. 12-10-1988 but offer was given to him to work as a casual mazdoor. We accepted the offer without protest, and joined his duties on 2-11-88. The new appointment as a casual mazdoor came into being w.e.f. 2-11-1988, therefore, he has no right to claim any relief with regard to his previous service as a casual wireman. He was engaged as a casual wireman on muster roll by the Asstt. Engineer Traffic Ludhiana through employment exchange Ludhiana on 25-4-1985. He worked up to 11-10-88 on which date his services were dispensed with. As such he had worked as a casual wireman continuously w.e.f. 25-4-1985 to 11-10-1988. After that he had worked from 2-11-1988 to 30-9-1989 as a daily wages mazdoor. He was not found eligible to give him temporary status in the department as per instructions issued by the Departmental Authorities. No junior wireman to him was appointed on regular basis after the disengagement of the workman. His services were dispensed with under the departmental rules. The management had not acted illegally or against the principle of natural justice. Therefore, his claim deserves to be rejected without granting him any relief.

5. It is admitted that the workman had worked from 25-4-1985 to 11-10-1988 continuously as a casual wireman, w.e.f. 2-11-1988 to 30-9-1989 as a daily wages mazdoor. He had completed 240 days prior to the date of termination of his services within the period of 12 calendar months in both the terminations and, no retrenchment compensation or notice pay was paid to the workman at the time of his termination on both the occasion.

6. The workman has filed his affidavit Ex. W1 and document Ex. W2 and Ex. W3. The management has filed affidavit of Engineer, Legal Cell and General Manager Telecom, District Ludhiana R. K. Gupta which has been exhibited as Ex. M1 alongwith photo copies of the orders Ex. M2 to Ex. M3. The workman Harwinder Singh WW1 and management's witness R. K. Gupta have deposed that the workman was disengaged w.e.f. 11-10-1988, but no enquiry was conducted against him before terminating his services. No retrenchment compensation or notice pay was given to him. It is evident from the evidence that the provisions of Section 25-F were not complied with by the management. The letter Ex. M2 indicates that the services of the workman were no more required by the management as casual wireman, because two additional regular wireman were appointed. Consequently his services were terminated w.e.f. 11-10-1988. He was offered the another job as daily rated mazdoor on the request of the workman. These facts are evident from the pursual of the application Ex. W2 and order dated 2-11-1988 (Ex. M3). When the management had given alternative work to the workman and workman had accepted to work as daily rated mazdoor, then

the question of the compliance of the provisions of Section 25-F of the I.D. Act does not arise,

7. The workman had worked, as daily rated mazdoor w.e.f. 2-11-1988 to 30-9-1989 and had completed 240 days prior to his disengagement on 1-10-1989 within the period of 12 calendar months. No notice or notice pay or retrenchment compensation was given to the workman. This act of the management is in contravention of Section 25-F of the I.D. Act 1947. Consequently, the workman deserves to be reinstated w.e.f. 1-10-1989.

8. The witness of the management has deposed that no wireman junior to the workman was employed after the termination of the services of the workman. Workman Harwinder Singh has deposed in his cross-examination that he did not know whether any junior to him was retained in service or not. Therefore, the question of the compliance of provisions of Section 25-G does not arise.

9. The witness of the management has deposed that the services of the workman were terminated under the departmental rules/instructions. Therefore, there was no necessity to seek the permission of the Government before terminating the services of the workman. The case of the workman was not considered for grant of temporary status as he did not fulfil the conditions for granting that status. So the workman is not entitled to be engaged as casual mazdoor.

10. The workman has not stated in his claim statement and affidavit that he remained unemployed after his termination on 1-10-1989. Consequently, no averment has been made in this regard in the written statement. It indicates that the workman was gainfully employed somewhere. Therefore, he is not entitled to get back wages.

11. In view of the discussions made in the earlier paras, it is held that the action of the District Manager, Telecom Ludhiana in terminating the services of Harwinder Singh son of Shri Jarnail Singh w.e.f. 12-10-1988 is justified. But subsequently in terminating his services w.e.f. 1-10-1989 as casual mazdoor is unjustified. The workman is entitled to be reinstated w.e.f. 1-10-1989 as casual mazdoor with continuity of service and other consequential benefits except backwages. The workman shall be entitled to cost of the proceedings amounting to Rs. 1000/- from the management. The management shall bear its own cost. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. आ. 1174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[स. एन-40012/60/90-आई आर (डी यू)]
के. वी. बी. उन्नी, प्रवर सचिव

New Delhi, the 31st March, 1999.

S.O. 1174.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on the 31-3-1999.

[No. L-40012/60/90 IR(DU)]
K. V B UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR (MP)

PRESENT :

D. N. Dixit, Presiding Officer.

CASE NO. CGIT/LC/R/230/90.

Shri Ghanshyam Tiwari,
S/o Shri Baijnath,
C.T.O. Compound,
Civil Lines,
Jabalpur

Applicant

Versus

The General Manager,
Telecommunication Department,
Telecommunication Centre,
Bhopal.

Non-applicant.

AWARD

Delivered on this 15th day of March, 1999.

1. The Government of India, Ministry of Labour, vide order No. L-40012/60/90-IRDU dated 16-11-1990, has referred the following dispute for adjudication by this Tribunal :—

"Whether the action of the management of Telecommunication Bhopal MP in terminating the services of Shri Ghanshyam Tiwari Ex-labour w.e.f. 28-2-90 is justified? If not, what relief he is entitled to?"

2. This case was fixed for evidence of workman from 14-10-1997 to 14-10-1998. Workman never produced himself for evidence. On 1-10-1998, workman remained absent. Till today no effort has been made by the workman to give his evidence. It seems the workman is not interested in prosecuting the dispute. The award is given in favour of the management and against the workman. Parties to bear their own cost.

3. Copies of award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer.

नई दिल्ली, 31 मार्च, 1999

का. आ. 1175.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आइनेन्स फैक्ट्री के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-14012/111/91-आई आर. (डी यू)]

के. वी. बी. उन्नी, अवसर सचिव

New Delhi, the 31st March, 1999

S.O. 1175.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ordnance Factory, Khamaria and their workman, which was received by the Central Government on the 31-3-1999.

[No. I. 14012/111/91-IR(DU)]
K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR (MP)

PRESENT :

Presiding Officer—Shri D. N. Dixit.

CASE NO. CGIT/LC/R/5/93

Shri Venkat Ganpat

Applicant.

Versus

The General Manager,
Ordnance Factory Khamaria,
Jabalpur (MP)

Non-applicant.

AWARD

Delivered on this 11th day of March, 1999

L. The Government of India, Ministry of Labour vide order No. L-14012/111/91-IR(DU) dated 7-1-1993 has referred the following dispute for adjudication by this Tribunal:—

"Whether the action of the management of Ordnance Factory, Khamaria, Jabalpur in dismissing Shri Venkat over looker w.e.f. 31-12-79 is justified? If no, what relief is the workman concerned is entitled to."

2. According to workman, he was working as over looker in the Ordnance Factory Khamaria. His date of retirement was in April, 1994. The workman was issued with a charge sheet alleging that he has stolen the property of the management which was denied by the workman. A departmental enquiry was conducted and the workman was found guilty of the charge. The workman was imposed the punishment of removal from service with effect from 31-12-79. He preferred an appeal and in the appeal, a punishment was modified and was made compulsory retirement. This court on 24-4-91 held that as a punishment was pltered from dismissal to compulsory retirement, the reference became infructuous. The present reference is whether the compulsory retirement is legal or not. According to workman in the DE proper procedure was not followed. It was not proved that the property belonged to the management. The workman was not given an opportunity to defend himself. The Appellate Authority has not considered the appeal and has acted in mechanical manner. The workman wants that the action of the management is compulsorily retiring the applicant from service is illegal and it be set aside. The workman wants full pensionary benefits from 31-12-1979.

3. The case of the management is that the workman was searched on 9-7-1979 by the Security people and Government property was found in his possession a charge sheet was issued to the workman stating the misconduct. The DE Officer gave all opportunity to workman to defend himself. The workman was found guilty of the misconduct from the DE. He was removed from service. On appeal, the punish-

ment of dismissal was modified in voluntary retirement and the workman was given 2/3rd of the pension and gratuity. Reference was made to this court. This court vide order dated 24-4-1991 held that the reference has become infructuous as the punishment of dismissal has been converted into voluntary retirement. The management wants the case of the applicant to be dismissed.

4. The management has filed the DE papers which has been denied by the workman. The management was given opportunity to prove DE papers. In spite of several opportunities, the management has not prove DE papers.

5. As the management has not prove DE papers, it is not established that the DE proceedings were valid, proper and legal. In the statement of claim, the management has not prayed that they be allowed to prove misconduct in the court. The management has not proved that the workman has committed any misconduct on 9-7-1979. As such, the management is not competent to impose punishment on the workman.

6. It is pointed out that the manner in which this case was fought, is extremely crude and the attitude is indifferent. The management has made no attempts to bring the facts to the knowledge of this court. In spite of several opportunities given to management, they were careless not to prove the misconduct of the workman. Such apathy on the part of the management is criminal.

7. The prayer of the workman in the present case is that he be enhanced pensionary benefits. This prayer is allowed. The workman will deemed to have retired voluntarily from 31-12-1979 and he be given pension and other benefits as per rules from this date. The payment be made within 3 months from the date of publication of the award in the gazette. If this is not done, the workman shall be entitled to 12 per cent interest of this amount. Management do pay to workman Rs. 5000 as cost.

8. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 31 मार्च, 1999

का. आ. 1176.—औद्योगिक विवाद अधिनियम 1947 (1947 का. 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधन के संबंध में निष्पत्ति और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-3-99 को प्राप्त हुआ था।

[सं. एल-40012/19/96-आई आर (डी यू)]

के. वी. बी. उन्नी, अवसर सचिव

New Delhi, the 31st March, 1999

S.O. 1176.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on the 31-3-99.

[No. L-40012/19/96-IR(DU)]

K. V. B. UNNY Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II,
MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2118 of 1998

Employers in relation to the management of
Chief General Manager, Telecom, Bombay
AND

Their workmen

APPEARANCES :

For the employer : Mr. P. M. Pradhan, Advocate

For the workmen : Mr. S. P. Kulkarni, Ad-
vocate.

Mumbai, dated 19th February, 1999

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/19/96-IR (DU) dated 2-3-98, had referred to the Industrial Dispute for adjudication.

"Whether the action of the Chief General Manager, Telecom Project, Bombay in retrenching the services of (1) Mr. Revaram Dayaram Kanade and (2) Mrs. Nathibhai Revaram Kanade w.e.f. 1-2-1986 and (3) Mr. Punam Dashrath Gathe w.e.f. 2-9-1986, all casual Mazdoors is legal and justified? If not, what relief the concerned workmen are entitled to?"

2. Mr. P. M. Joshi, Assistant Circle Secretary Bharatiya Telecom Employees Union (Line Staff and Group-D) Bhule District filed a Statement of claim at Exhibit-8. He pleaded that the casual mazdoors who are referred in the reference have completed 240 days in 12 months from the date of their initial engagement till the date of the termination

Name	Period	No. of days	Terminated
Rewaram D. Kanade	1-5-85 to 1-1-86	266	1-2-86
Mrs. Nathibai Rewaram Kanade	1-5-85 to 31-1-86	274	1-2-86
Punam Dashrath Gathe	1-6-84 to 30-9-86	835	1-10-86

3. The union pleaded that these casual mazdoors were terminated/retrenched without any notice or a notice pay but only by verbal order as stated above. It is pleaded that their termination is illegal because

the work was available there. The management did not follow the principle of First come last go when it engaged fresh casual mazdoors from 22-6-88.

4. The union averred that as per the scheme and the circulars issued by the Directors the casual mazdoors engaged prior to 30-3-85 (and shelter up to 7-6-88 as per the Ministry of Personnel OM) are to be continued/recalled if discharged by issue of a registered AD call letters and on scrutiny of their working certificates are to be reinstated in service as casual mazdoors with grant of temporary status. It is averred that these mazdoors were never given any benefit as per the scheme which is obviously illegal.

5. The union averred that they made several representations to management to give them the status of casual mazdoors and reinstate them in service but the management did not. It is averred that it was not difficult for the management to issue call letters to the mazdoors as their permanent address are duly recorded on the cards. It is submitted that the management did not follow the provisions of section 25-F while retrenching the mazdoors and did not give them priority again with re-employment.

6. The union therefore prayed that the action of the management be held to be illegal. That it should be declared that these mazdoors are entitled to reinstatement as a casual mazdoors having the temporary status as per the schemes, that they are entitled to back wages from 22-6-88 onwards till the date of reinstatement with 18% interest per annum with other necessary reliefs.

7. The management resisted the claim by the written Statement (Exhibit-10). It is averred that the dispute in respect of termination/retrenchment/discharge was raised by three employees. This is through their individual capacity under section 2A of the Industrial Disputes Act of 1947. However, the said dispute have been pursued in the name of second party who have filed the Statement of claim on behalf of the concerned three employees claiming to be representing them in the said reference. It is averred that the union represents only regular employees of the department of telecommunication and not the casual employees. It is therefore the union had no right to represent them and therefore the reference deserves to be disposed off.

8. The management avers that these employees left the service on their own from the respective dates mentioned in the statement of claim. At no point of time they approached any authorities of the department for their re-encashment/re-employment before raising the dispute. It is averred that they have approached only after 3 years. They got the knowledge of the scheme formulated by the department of telecommunication for grant of temporary status to the casual employees. If really they would have been terminated by the department they would have approached the concerned authorities immediately within the reasonable time. Under such circumstances the reference suffers from laches.

9. The management averred that the scheme of the department of telecommunication of 1989 of grant of temporary status would be confirmed on all the casual labourers currently employed and who have rendered a continuous service of atleast one year. It is averred that the scheme applies to the casual emp-

produced along with (Ex-8sp11) In fact so far as these working days are concerned there is no dispute by the management. After going through these working days and from the date of the termination it is obvious that these workmen were in continuous service as contemplated under section 25B of the Act. They have completed 240 days in 12 months.

14. It is not in dispute that no notice of termination was given to them nor any compensation for retrenchment. The case which is tried to be made out by Mr. Patel is that these three workmen abandoned the service. As against that Mr. Joshi affirmed that they never did so. So far as these two witnesses are concerned they are deposing on the basis of the information they received. Under such circumstances it is to be seen what is the probability. The Government introduced the scheme only because these casual labourers were removed after the work was over or sometime they were retrenched some time without any reasons they were not allowed to join the duties. Therefore they decided to implement the scheme. That itself goes to show that there was a practice to existence that after the work is over these casual labourers were informed not to come on duty. At the same time they were given duty again when some other work was made available. In normal circumstances it is unlikely that there would be abandonment of service by casual mazdoors. I am not inclined to accept that these workmen abandoned the service.

15. These workmen were terminated in the year 1985. Joshi affirmed that since 1991 they approached the management and had written letters to the authorities. He had produced the copies of these letters alongwith (Ex-8 p-2). Later on he produced acknowledgements of the same. But he accepts the position that he is not in a position to tell which are the acknowledgements of which letters. It is tried to argue on behalf of the management that these representations were never made. I find that this is only a suggestion. It is common knowledge that when any dispute comes before the union they always send representations. Infact that is their work. Here in this case these being the casual mazdoors cannot be a member of that union. But even then to attract the prospective members it is likely that the union might have worked for them and met these representatives. Further more the fact that Joshi came all the way from Dhulia and represented their case in Bombay itself goes to show that he must be pursuing the matter since 1991. Then the matter went to the A.L.C., then to the Government and then this reference. No doubt the period appears to be of 9 to 10 years. But obviously the fault cannot be found with the workman or the union. Further more in the written statement there is a contention that when these workmen came to know regarding the scheme they decided to more the courts. If this is so there is nothing wrong in it. Under such circumstances the reference cannot be said to be suffers from laches.

16. I have already stated above that these workmen are in continuous service as contemplated under section 25-B of the Act. Naturally when their services were terminated they should have been given

12. Joshi (Ex-15) the union secretary deposed for the workman. As against that one Dayabhai Patel (Ex-19) the sub-divisional engineer deposed for the management. They relied upon the documents which are produced at Exhibit-8, 12 & 13.

13. From the testimony of the witnesses and the documents on the record it is not in dispute that Kanade worked for 260 days. Mrs. Kanade worked for 274 days and Gathe worked for 875 days in their whole service period. So far as the period of both Kanades are concerned the service is less than 12 months and the working days are more than 240 prior till their date of termination. So far as Gathe is concerned his date of termination is 1-10-86. If one calculates 12 months prior to the termination his working days comes to 365 i.e. whole year he was working. This could be seen from the certificates which are

notices and retrenchment compensation as contemplated under section 25-F of the Act which is not done in the matter. It is not in dispute that after their retrenchment some of the casual labourers were also employed by the management. These workmen were not called at that time. That is against the provisions of the law.

17. It is not in dispute that the Government declared the scheme for giving the temporary status of casual mazdoors who were in the employment of the management prior to 30-3-85 and subsequently there were some changes. The circulars and the scheme of 1988-89 is produced at Exhibit-8/sp-4. It is tried to argue on behalf of the management that as per the said scheme one should be in employment in 1989. This appears to be incorrect, because after perusal of the scheme it is very clear the eligibility conditions are two only. The casual mazdoor should have been employed before 30-3-85 and he should have worked continuously for 240 days during any 12 calendar months. It can be further seen that this period of 12 months is also extended after 30-3-85 till the issuance of this circular. These workmen fulfil the conditions. It is therefore they are entitled to get temporary status to as casual mazdoors.

18. It is well settled that when retrenchment is held to be illegal then there is reinstatement with full back wages. But here in this case I am not inclined to grant the backwages because Joshi in his cross-examination in categorical term admits that after 1986 these workmen are working on daily wages wherever they get the work. He further states that he could not tell where they worked now. In other words after

the termination these workmen are gainfully employed. Naturally they are not entitled to any back wages. But these workmen are entitled to a temporary status and re-employment as the casual mazdoors.

19. The Learned Advocate for the management tried to argue that the union is not entitled to represent these workmen as the dispute is under section 2-A of the Industrial Disputes Act of 1947 and there is no community of interest of a class as a whole-class of employees or a class of workman which furnished a real nexus between the dispute and the parties to the dispute. To substantiate his argument he relied upon *Mehmood Shahid Kulwarg Mills Co. Vs. Vithal Kamat* 1959 II LJ 196. The facts of that case are quite different from the facts before me. Here it can be seen that these workmen are represented by the union secretary as rightly argued under section 36 (clause-C) of the Industrial Disputes Act of 1947. There is no illegality nor irregularity. In the result I record my findings on the points accordingly and pass the following order :

ORDER

The management is directed to give temporary status to these three workmen concerned in the dispute. The management is directed to re-employ these workmen as casual mazdoors.

These workmen are not entitled to any back wages and other reliefs which they have claimed.

S. B. PANSE, Presiding Officer